

06-08-2001

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TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Bank One, Columbus, NA  
nka Bank One, NA

6-4-01

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other

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

2. Name and address of receiving party(ies)

Name: Dorcy International, Inc.

Internal

Address:

Street Address: 3985 Groves Road

City: Columbus State: OH Zip: 43232

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Ohio
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other release by secured party

Execution Date: 04/23/01

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

A. Trademark Application No.(s)

(please see attached Exhibit "B")

B. Trademark Registration No.(s)

(please see attached exhibit "B")

Additional number(s) attached  Yes  No

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

Name: Kemp, Schaeffer, Rowe & Lardiere  
Co., L.P.A.

Internal Address:

Street Address: Attn.: Michael N. Schaeffer

88 West Mound Street

City: Columbus State: OH Zip: 43215

6. Total number of applications and registrations involved: 20

7. Total fee (37 CFR 3.41).....\$ 515.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.

David A. Applegate  
Name of Person Signing

*David A. Applegate*  
Signature

04/23/01

Date

Total number of pages including cover sheet, attachments, and document: 20

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

06/07/2001 AHMED1 00000209 1017465  
01 FC:481

40.00 OP  
475.00 OP

TRADEMARK  
REEL: 002310 FRAME: 0709

EXHIBIT BTrademarks

<u>Trademark</u>	<u>Country</u>	<u>Class</u>	<u>Registration Number</u>	<u>Date Issued</u>	<u>Date Expires</u>
ADVA-LITE	US	US 21	1,011,465	5/27/75	5/27/95
CONCEPT	US	US 21	1,026,154	12/02/75	12/02/95
CONCEPT TOOTH POLISHER	US	US 21	1,154,776	5/19/81	5/19/01
DIAGONAL 3-STRIPE	US	US 21	1,038,332	4/20/76	4/20/96
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LITTLE CONCEPT FLASHLIGHT & DES.	US	US 21	1,038,162	4/20/76	4/20/96
PERSONAL CONCEPT FLASHLIGHT	US	US 21	1,138,304	7/29/80	7/29/00
AFC	US	US 21	883,699	1/06/70	1/06/90
ASHFLASH	US	US 21	1,098,608	8/08/78	8/08/98
ASHFLASH IN RECTANGULAR BLOCK	US	US 21	888,195	3/24/70	3/24/90
ASHFLASH SOLAR	US	US 21	893,610	6/30/70	6/30/90
ASHTON	US	US 21	1,053,857	12/07/76	12/07/96
DISCOVERER	US	US 21	735,938	8/14/62	8/14/02
DORCY	US	Various	1263927	1/17/84	1/17/04

## IV. Trademarks

<u>Trademark</u>	<u>Country</u>	<u>Class</u>	<u>Registration Number</u>	<u>Date Issued</u>	<u>Date Expires</u>
LAWNMOWER DESIGN	US	7,8	1,197,106	6/08/82	6/08/02
MASTERCELL	US	9	1,039,167	5/11/76	5/11/96
MOPED DESIGN	US	6,7,8,11	1,192,706	3/30/82	3/30/02
MOTORCYCLE DESIGN	US	US 13,19 21,35	1,077,780	11/22/77	11/22/97
TOUCHPAK	US	-	1,048,497	9/21/76	9/21/96



### **SATISFACTION AND FULL RELEASE OF ASSIGNMENT**

KNOWN ALL MEN BY THESE PRESENT THAT BANK ONE, N.A.\*, at COLUMBUS, OHIO, for good and valuable consideration, receipt of which is hereby acknowledged, does hereby RELEASE and DISCHARGE the FIRST INTELLECTUAL PROPERTY ASSIGNMENT executed by DORCY INTERNATIONAL, INC., in favor of Bank One, N.A., dated November 13, 1985, and recorded on November 27, 1985, Reel/Frame #004484/0457, in the United States Patent and Trademark Office in Washington DC, which is a lien upon the patents and trademarks described in the attached Exhibits "A" and "B."

\*BANK ONE COLUMBUS, N.A., SUCCEEDED THROUGH MERGER BY BANK ONE, N.A.

IN WITNESS WHEREOF, Bank One, N.A., by its duly authorized representative, has hereunto set its hand this 23rd day of April 2001.

Signed and acknowledged  
in the presence of (as to all signers):

Bank One, N.A.

By: *David A. Applegate*  
David A. Applegate  
Its: Commercial Banking Officer

*Sylvia Miller*  
Sylvia Miller

*Charlotte R. Westbrook*  
Charlotte R. Westbrook

### **ACKNOWLEDGMENT**

STATE OF OHIO \_\_\_\_\_ )  
                                              ) ss  
COUNTY OF FRANKLIN \_\_\_\_\_ )

Before me, a Notary Public in and for said County and State, personally appeared David A. Applegate of Bank One, N.A., who acknowledged that he did sign the foregoing instrument in his capacity as a duly authorized officer of, and for, and on behalf of said Bank.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on this 23rd day of April 2001.

*Sylvia Miller*  
Notary Public



**SYLVIA MILLER**  
Notary Public, State of Ohio  
My Commission Expires April 28, 2004



**SATISFACTION AND FULL RELEASE OF ASSIGNMENT**

KNOWN ALL MEN BY THESE PRESENT THAT BANK ONE, N.A.\*, at COLUMBUS, OHIO, for good and valuable consideration, receipt of which is hereby acknowledged, does hereby RELEASE and DISCHARGE the SECOND INTELLECTUAL PROPERTY ASSIGNMENT executed by DORCY INTERNATIONAL, INC., in favor of Bank One, N.A., dated November 13, 1985, and recorded on November 27, 1985, Reel/Frame #004484/0468, in the United States Patent and Trademark Office in Washington DC, which is a lien upon the patents and trademarks described in the attached Exhibits "A" and "B."

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Sylvia Miller  
Sylvia Miller

Charlotte R. Westbrook  
Charlotte R. Westbrook

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STATE OF OHIO \_\_\_\_\_ )  
 ) ss  
COUNTY OF FRANKLIN \_\_\_\_\_ )

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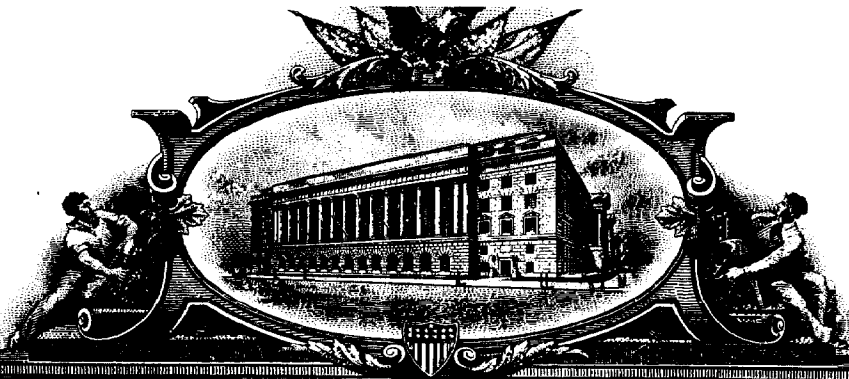
IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on this 23rd day of April 2001.

Sylvia Miller  
Notary Public



**SYLVIA MILLER**  
Notary Public, State of Ohio  
My Commission Expires April 28, 2001  
EXPIRES April 28, 2001

TS 383062



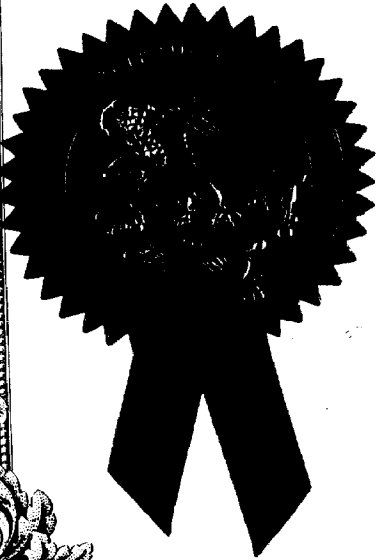
# THE UNITED STATES OF AMERICA

**TO ALL TO WHOM THESE PRESENTS SHALL COME:**

UNITED STATES DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

March 29, 2001

THIS IS TO CERTIFY THAT ANNEXED IS A TRUE COPY FROM THE  
RECORDS OF THIS OFFICE OF A DOCUMENT RECORDED ON  
NOVEMBER 27, 1995.



By Authority of the  
COMMISSIONER OF PATENTS AND TRADEMARKS

*W. Montgomery*  
W. MONTGOMERY  
Certifying Officer

TRADEMARK

REEL: 002310 FRAME: 0714

REEL 0514 FRAME 930

TRADE-MARK

FIRST INTELLECTUAL PROPERTY ASSIGNMENT

Assignor: DORCY INTERNATIONAL, INC.

Assignee: BANK ONE COLUMBUS, N.A.

Dated: November 13, 1985

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FIRST INTELLECTUAL PROPERTY ASSIGNMENT

This First Intellectual Property Assignment dated as of November 13, 1985 ("Assignment"), is made in Columbus, Ohio by and between DORCY INTERNATIONAL, INC., an Ohio corporation (the "Assignor"), and BANK ONE, COLUMBUS, N.A., a national banking association (the "Assignee").

WITNESS THAT:

WHEREAS, the Assignor and the Assignee are parties to a Revolving Credit Agreement dated as of the date hereof ("Revolving Credit Agreement"), pursuant to which the Assignee has agreed to extend credit to the Assignor in the aggregate principal amount of not more than \$12,000,000, subject to the terms and conditions of the Revolving Credit Agreement;

WHEREAS loans made by the Assignee to the Assignor are to be evidenced by the Assignor's Revolving Credit Note in the aggregate principal amount of \$12,000,000 and in substantially the form of Exhibit A to the Revolving Credit Agreement ("Revolving Credit Note");

WHEREAS, the Assignor and the Assignee are parties to a First Security Agreement dated as of the date hereof ("First Security Agreement"), pursuant to which First Security Agreement the Assignor has agreed to grant to the Assignee a security interest in substantially all of the Assignor's assets, including without limitation, all Patents, Trademarks and Licenses referred to in Section 2 (collective the "Intellectual Property");

WHEREAS, the Assignee is willing to extend such credit to the Assignor pursuant to the Revolving Credit Agreement upon the condition that the Assignor grant to the Assignee an assignment of the Intellectual Property as security for: (i) the payment of all principal of and interest on the Revolving Credit Note and any and all extensions and modifications thereof and any successor note or notes issued in substitution therefor in any refinancing thereof or otherwise; (ii) payment of the Commitment Fee and all other amounts due the Assignee under the Revolving Credit Agreement and any modifications thereof or amendments thereto or agreements in substitution thereof in any refinancing by the Assignee of the loans made thereunder or otherwise; (iii) the performance of, and compliance with, by the Assignor of all its other duties, obligations, covenants, conditions, stipulations and agreements contained in the Revolving Credit Agreement and any modifications thereof or amendments thereto or agreements in substitution thereof in any refinancing by the Assignee of the loans made thereunder or otherwise; (iv) the payment and performance of all other Indebtedness of the Assignor to the Assignee (other than Indebtedness under the Subordinated Term Loan documents) whether now or hereafter incurred and whether or not the term of such Indebtedness extends beyond the term of the Revolving Credit Loans; and (v) all amounts which may be due or become due to the Assignee for expenses or otherwise under this

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Assignment (the obligations and amounts described in clauses (i) through (v) hereof, inclusive, are sometimes collectively referred to herein as the "Secured Obligations"); and

WHEREAS, the capitalized words and terms used herein which are defined in the Revolving Credit Agreement shall have the meanings set forth in the Revolving Credit Agreement, unless the context hereof otherwise clearly requires;

NOW THEREFORE, in consideration of the Secured Obligations, and intending to be legally bound hereby, the Assignor covenants and agrees as follows:

Section 1. Incorporation of Revolving Credit Agreement and First Security Agreement. The Revolving Credit Agreement and First Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

Section 2. Collateral Assignment of Intellectual Property. To secure the payment and performance of the Secured Obligations, the Assignor hereby grants, bargains, assigns, mortgages, pledges, sells, creates a security interest in, transfers, and conveys to the Assignee, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale, to the extent permitted by law, upon the occurrence of an Event of Default, which results in the acceleration of the amounts due and payable under the Revolving Credit Agreement, all of the Assignor's right, title and interest in and to all of its now owned or existing and filed and 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 Schedule 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) trademarks, trademark registrations, trade names, service marks and service mark applications, logos and copyrights including, without limitation, those marks listed on Schedule B, attached hereto and made a part hereof, and (a) 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

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TRADE-MARK

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trademarks, trademark registrations, trade names, service marks and service mark applications, logos and copyrights together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks");

(iii) license agreements with any other party, whether the Assignor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Schedule C attached hereto and made a part hereof (provided, however that any such licenses requiring the consent of a third party shall not be a part of this Assignment until such consent is obtained; and, further, provided, that the Assignor shall diligently and in good faith promptly secure or attempt to secure all consents necessary to assure the security interest referred to herein), and the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by the Assignor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the "Licenses"); and

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

Section 3. Restrictions on Future Agreements. The Assignor agrees that until the Secured Obligations shall have been satisfied in full and the First Security Agreement shall have been terminated, the Assignor will not, without the Assignee's prior written consent, enter into any agreement (for example, a license agreement) which is inconsistent with the Assignor's obligations under this Assignment and the 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 transferred to the Assignee under this Assignment.

Section 4. New Patents, Trademarks, and Licenses. The Assignor represents and warrants that the Patents, Trademarks and Licenses listed on Schedules A, B and C, respectively, constitute all of the Intellectual Property now owned by the Assignor. If, before the Secured Obligations shall have been satisfied in full, the Assignor shall (i) obtain rights to any new patentable inventions, trademarks, trademark registrations, trade names, logos or licenses, or (ii) become entitled to the benefit of any patent or trademark application, trademark, trademark registration, 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 the Assignor shall give to the Assignee prompt written notice thereof. The Assignor hereby authorizes the Assignee to modify this Assignment by amending Schedule A, B and/or C, as applicable, to include any future patents, patent applications, trademarks, trademark registrations, logos, trade names and licenses which are Intellectual Property, as applicable, under Section 2 above or under this Section 4.

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**Section 5. Royalties; Terms.** The Assignor hereby agrees that the use by the Assignee of all Patents, Trademarks and Licenses as described above shall be worldwide and without any liability for royalties or other related charges from the Assignee to the Assignor. The term of the assignments granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Trademarks and Licenses assigned hereunder, or (ii) the Secured Obligations have been paid in full.

**Section 6. The Assignee's Right to Inspect.** The Assignee shall have the right, from time to time during normal business hours or such other time as may be mutually agreed upon by the parties hereto, to inspect the Assignor's premises and to examine the Assignor's books, records and operations, including, without limitation, the Assignor's quality control processes. The Assignor agrees (i) not to sell or assign its interest in, or grant any license under, the Patents, Trademarks or Licenses, without the prior written consent of the Assignee; (ii) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with the quality of said products as of the date hereof; and (iii) to provide the Assignee, at least monthly, with a certificate of an officer of the Assignor certifying the Assignor's compliance with the foregoing.

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

**Section 8. Duties of the Assignor.** The Assignor shall have the duty (i) to pursue diligently any patent application of the Patents and any trademark application of the Trademarks pending as of the date hereof or thereafter until the Secured Obligations shall have been paid in full, (ii) to make application on unpatented but patentable inventions and on trademarks, as may be reasonably necessary to carry on the Assignor's business, and (iii) to preserve and maintain all rights in patent applications and patents of the Patents and in trademark applications, trademarks, and trademark registrations of the Trademarks, as may be reasonably necessary to carry on the Assignor's business.

**Section 9. The Assignee's Right to Sue.** The Assignee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Intellectual Property, and, if the Assignee shall commence any such suit, the Assignor shall, at the request of the Assignee, do any and all lawful acts and execute any and all proper documents required by the Assignee in aid of such enforcement and the Assignor shall promptly, upon demand, reimburse and indemnify the Assignee for all costs and expenses reasonably incurred by the Assignee in the exercise of its rights

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REEL 0514 FRAME 34

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under this Section 9; provided, however that the Assignee shall be entitled to reimbursement only if the Assignee has reasonably requested and the Assignor has failed or neglected to bring any such suit in a timely manner.

Section 10. Waivers. No course of dealing between the Assignor and the Assignee, nor any failure to exercise, nor any delay in exercising, on the part of the Assignee, any right, power or privilege hereunder or under the Revolving Credit Agreement or First Security 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.

Section 11. Severability. The provisions of this Assignment 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 Assignment in any jurisdiction.

Section 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.

Section 13. Cumulative Remedies; Power of Attorney; Effect on First Security Agreement. All of the Assignee's rights and remedies with respect to the Intellectual Property, whether established hereby or by the First Security Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. In the event of an Event of Default, the Assignor hereby authorizes the Assignee to make, constitute and appoint any officer or agent of the Assignee as the Assignee may select, in its sole discretion, as the Assignor's true and lawful attorney-in-fact, with power to (i) endorse the Assignor's name on all applications, documents, papers and instruments necessary or desirable to the Assignee in the use of the Intellectual Property or (ii) take any other actions with respect to the Intellectual Property as the Assignee deems in the best interest of the Assignee, or (iii) grant or issue any exclusive or non-exclusive license under any of the Patents or Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Intellectual Property to anyone. The 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 the Secured Obligations shall have been paid in full. The Assignor acknowledges and agrees that this Assignment is not intended to limit or restrict in any way the rights and remedies of the Assignee under the Revolving Credit Agreement or the First Security Agreement but rather is intended to facilitate the exercise of such rights and remedies. The Assignee shall have, in addition to all other rights and remedies given it by the

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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 Intellectual Property may be located.

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

Section 15. Governing Law. This Assignment has been executed and delivered in Columbus, Ohio, and shall be governed by and construed in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment on the date first set forth above.

DORCY INTERNATIONAL , INC.

By Theodore H. Davis  
Theodore H. Davis, President  
and Chief Executive Officer

STATE OF OHIO )  
 ) SS.  
COUNTY OF FRANKLIN)

The foregoing First Intellectual Property Assignment was executed and acknowledged before me this date by Theodore H. Davis, personally known to me to be the President of Dorcy International, Inc., an Ohio corporation, on behalf of such corporation.

(SEAL)

Marilyn A. Wallace  
Notary Public

Date. November 13 1985

My Commission expires:

MARILYN A. WALLACE  
NOTARY PUBLIC STATE OF OHIO  
MY COMMISSION EXPIRES APRIL 1, 1990

Agreed and Accepted as of  
the date first set forth  
above:

BANK ONE, COLUMBUS, N.A.

By Thomas D. Igoe  
Thomas D. Igoe,  
Senior Vice President

REEL 4484 FRAME 463

TRADE-MARK  
REEL 0514 FRAME 936

EXHIBIT A

Patents

I. United States Patents

	<u>NO.</u>	<u>TITLE</u>	<u>DATE GRANTED</u>
1.	D-253,494	Flashlight	11/20/79
2.	D-244,796	003	06/21/77
3.	D-247,519	Palm Light	03/14/78
4.	D-248,991	IBM Flashlight	05/15/78
5.	D-252,170	Slim Light	06/19/79
6.	D-253,733	Disney	12/18/79
7.	D-254,515	Switchable Tip Light	03/18/80
8.	3,806,724	Conductor Tube	04/23/74
9.	3,902,058	Pocket Flashlight	08/26/75
10.	4,183,140	Tooth Polisher	01/15/80
11.	D-250,662	Tooth Polisher	12/26/78
12.	4,422,131	Finger Light	12/20/83

II. Canadian Patent

	<u>NO.</u>	<u>TITLE</u>	<u>DATE GRANTED</u>
1.	D-42,590	Dental Stain Remover	08/29/77 Expires 8/29/87

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TRADE-MARK

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EXHIBIT B

Trademarks

REEL 0514 FRAME 938

Trademark	Country	Class	Registration Number	TRADE-MARK	
				Date Issued	Date Expires
ADVA-LITE	US	US 21	1,011,465	5/27/75	5/27/95
CONCEPT	US	US 21	1,026,154	12/02/75	12/02/95
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ASHFLASH	US	US 21	1,098,608	8/08/78	8/08/98
ASHFLASH	HONG KONG		B1223	4/17/76	4/17/90
ASHFLASH IN RECTANGULAR BLOCK	US	US 21	888,195	3/24/70	3/24/90
ASHFLASH SOLAR	US	US 21	893,610	6/30/70	6/30/90
ASHTON	US	US 21	1,053,857	12/07/76	12/07/96
DISCOVERER	US	US 21	735,938	8/14/62	8/14/02
DORCY	TAIWAN	99	207512	3/16/83	3/16/93
DORCY	TAIWAN	92	212278	5/16/83	5/16/93
DORCY	US	Various	1263927	1/17/84	1/17/04
DORCY	TAIWAN	90	275511	3/01/85	2/28/95

REEL 4484 FRAME 465

## IV. Trademarks

<u>Trademark</u>	<u>Country</u>	<u>Class</u>	<u>Registration Number</u>	<u>Date Issued</u>	<u>Date Expires</u>
LAWNMOWER DESIGN	US	7,8	1,197,106	6/08/82	6/08/02
MASTERCELL	US	9	1,039,167	5/11/76	5/11/96
MOPED DESIGN	US	6,7,8,11	1,192,706	3/30/82	3/30/02
MOTORCYCLE DESIGN	US	US 13,19 21,35	1,077,780	11/22/77	11/22/97
TOUCHPAK	US	-	1,048,497	9/21/76	9/21/96
CONCEPT	Canada		219,455	3/23/77	
CONCEPT	Israel		43,010	10/6/76	
CONCEPT	Mexico		202,285	6/2/76	
LITTLE CONCEPT FLASHLIGHT	Canada		223,060	1/12/78	
LITTLE CONCEPT FLASHLIGHT	Mexico		209,045	1/11/78	

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Exhibit C  
Licenses

1. Dorcy International, Inc., a Delaware corporation, licenses a patent for display packages from Norman A. Bruml pursuant to an agreement dated April 25, 1980. Terms are as follows:

Patent No. - 4,046,251

Granted - September 6, 1977

Expiration of Patent - September 5, 1994

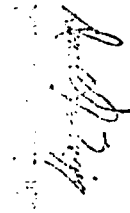
Expiration of License - License extends through the life of the Patent unless sooner terminated.

Royalty - 3% of net value of display packages, excluding those packages purchased from a supplier which is also licensed by Bruml.

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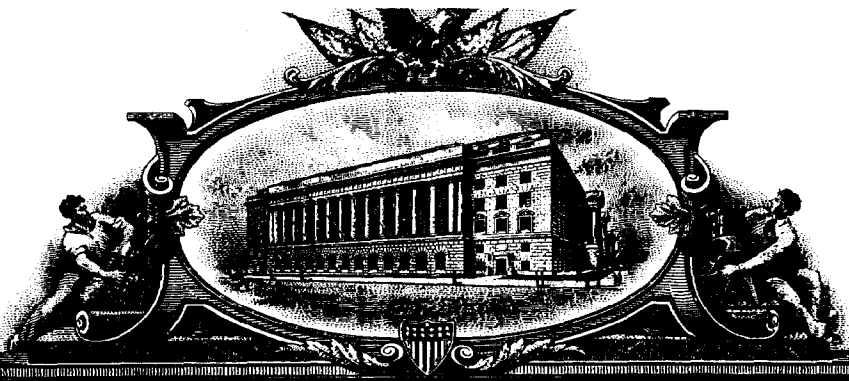
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TS 383062



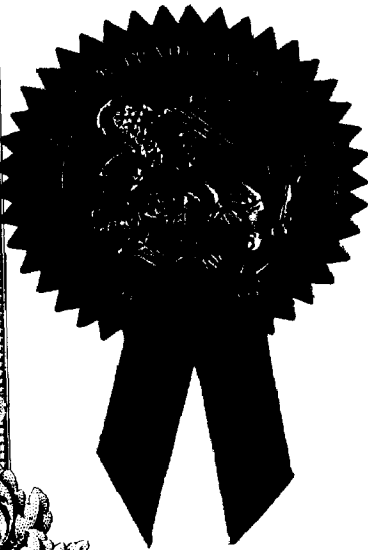
**THE UNITED STATES OF AMERICA**

**TO ALL TO WHOM THESE PRESENTS SHALL COME:**

**UNITED STATES DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office**

March 29, 2001

**THIS IS TO CERTIFY THAT ANNEXED IS A TRUE COPY FROM THE  
RECORDS OF THIS OFFICE OF A DOCUMENT RECORDED ON  
NOVEMBER 27, 1995.**



**By Authority of the  
COMMISSIONER OF PATENTS AND TRADEMARKS**

*W. Montgomery*  
**W. MONTGOMERY**  
Certifying Officer

**TRADEMARK**

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SECOND INTELLECTUAL PROPERTY ASSIGNMENT

Assignor: DORCY INTERNATIONAL, INC.

Assignee: BANK ONE, COLUMBUS, N.A.

Dated: November 13, 1985

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SECOND INTELLECTUAL PROPERTY ASSIGNMENT

This Second Intellectual Property Assignment dated as of November 13, 1985 ("Assignment"), is made in Columbus, Ohio by and between DORCY INTERNATIONAL, INC., an Ohio corporation (the "Assignor"), and BANK ONE, COLUMBUS, N.A., a national banking association (the "Assignee").

WITNESS THAT:

WHEREAS, the Assignor and the Assignee are parties to a Subordinated Term Loan Agreement dated as of the date hereof ("Subordinated Term Loan Agreement"), pursuant to which the Assignee has agreed to extend credit to the Assignor in the aggregate principal amount of not more than \$1,500,000, subject to the terms and conditions of the Subordinated Term Loan Agreement;

WHEREAS, loan made by the Assignee to the Assignor is to be evidenced by the Assignor's Subordinated Term Note in the aggregate principal amount of \$1,500,000 and in substantially the form of Exhibit A to the Subordinated Term Loan Agreement ("Subordinated Term Note");

WHEREAS, the Assignor and the Assignee are parties to a Second Second Security Agreement dated as of the date hereof ("Second Security Agreement"), pursuant to which Second Security Agreement the Assignor has agreed to grant to the Assignee a security interest in substantially all of the Assignor's assets, including without limitation, all Patents, Trademarks and Licenses referred to in Section 2 (collectively, the "Intellectual Property");

WHEREAS, the Assignee is willing to extend credit to the Assignor pursuant to the Subordinated Term Loan Agreement upon the condition that the Assignor, grant to the Assignee an assignment of the Intellectual Property as security for: (i) the payment of all principal of and interest on the Subordinated Term Note and any and all extensions and modifications thereof and any successor note or notes issued in substitution therefor in any refinancing thereof or otherwise; (ii) payment of all other amounts due the Assignee under the Subordinated Term Loan Agreement and any modifications thereof or amendments thereto or agreements in substitution thereof in any refinancing by the Assignee of the loan made thereunder or otherwise; (iii) the performance of, and compliance with, by the Assignor of all of its other duties, obligations, covenants, conditions, stipulations and agreements contained in the Subordinated Term Loan Agreement and any modifications thereof or amendments thereto or agreements in substitution thereof in any refinancing by the Assignee of the loan made thereunder or otherwise; and (iv) all amounts which may be due or become due to the Assignee for expenses or otherwise under this Assignment (the obligations and amounts described in clauses (i) through (iv) hereof, inclusive, are sometimes collectively referred to herein as the "Secured Obligations");

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WHEREAS the Subordinated Term Note, the obligations of the Assignor thereunder and under the Subordinated Term Loan Agreement are all expressly subordinate to all Senior Indebtedness, which term is defined in the Subordinated Term Loan Agreement and includes all obligations and Indebtedness of the Assignor to the Assignee exclusive of the Secured Obligations but including all obligations of the Assignor under the Revolving Credit Agreement dated the date hereof by and between the Assignor and the Assignee ("Revolving Credit Agreement") and the related revolving credit note of the Assignor to the order of the Assignee for a maximum principal amount of \$12,000,000 ("Revolving Credit Note") evidencing loans to the Assignor under the Revolving Credit Agreement;

WHEREAS the parties hereto intend that the assignment of the Intellectual Property granted by this Assignment, and all rights and remedies with respect thereto, shall at all times be junior and subordinate to the assignment of the Intellectual Property granted by the First Assignment of Intellectual Property dated the date hereof by and between the Assignee and the Assignor ("First Intellectual Property Assignment") to secure the payment and performance of certain obligations and Indebtedness of the Assignor to the Assignee, including: (i) payment of all principal of and interest on the Revolving Credit Note and any extensions and modifications thereof and any successor note or notes issued in substitution therefor in any refinancing thereof or otherwise, payment of the Commitment Fee and all other amounts due the Assignee under the Revolving Credit Agreement and any modifications thereof or amendments thereto or agreements in substitution thereof in any refinancing of the loans made thereunder or otherwise, the payment of all other Borrowing Base Indebtedness, and the performance of and compliance all of the Assignor's other duties, obligations, covenants, conditions, stipulations and agreements under the Revolving Credit Agreement and any modifications thereof or amendments thereto or agreements in substitution thereof in any refinancing of the loans made thereunder or otherwise); (ii) the payment of all other Indebtedness of the Assignor to the Assignee other than the Secured Obligations defined herein above; and (iii) all amounts which may be due or become due to the Assignee for expenses or otherwise under the First Assignment of Intellectual Property. (The obligations and amounts described in clauses (i), (ii) and (iii) hereof are sometimes collectively referred to herein as the "Senior Secured Obligations"); and

WHEREAS, the capitalized words and terms used herein which are defined in the Subordinated Term Loan Agreement shall have the meanings set forth in the Subordinated Term Loan Agreement, unless the context hereof otherwise clearly requires;

NOW THEREFORE, in consideration of the Secured Obligations, and intending to be legally bound hereby, the Assignor covenants and agrees as follows:

Section 1. Incorporation of Subordinated Term Loan Agreement and Second Security Agreement. The Subordinated Term Loan Agreement and Second Security Agreement and the terms and

provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

Section 2. Collateral Assignment of Intellectual Property. To secure the payment and performance of the Secured Obligations, the Assignor hereby grants, bargains, assigns, mortgages, pledges, sells, creates a security interest in, transfers, and conveys to the Assignee, as and by way of a second mortgage and security interest having priority over all security interests other than those security interests securing the Senior Secured Obligations, with power of sale, to the extent permitted by law, upon the occurrence of an Event of Default, which results in the acceleration of the amounts due and payable under the Subordinated Term Loan Agreement, all of the Assignor's right, title and interest in and to all of its now owned or existing and filed and 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 Schedule 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) trademarks, trademark registrations, trade-names, service marks and service mark applications, logos and copyrights, including, without limitation, the trademarks listed on Schedule B, attached hereto and made a part hereof, and (a) 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 trademarks, trademark registrations, trade names, service marks and service mark applications, logos and copyrights, together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks");

(iii) license agreements with any other party, whether the Assignor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Schedule C attached hereto and made a part hereof (provided, however that any such licenses requiring the consent of a third party shall not be a part of this Assignment until such consent is obtained; and, further, provided, that the Assignor shall diligently and in good faith promptly secure or attempt to secure all consents necessary to assure the security interest

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referred to herein), and the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by the Assignor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the "Licenses"); and

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

Section 3. Subordination of Assignment. Notwithstanding anything contained herein to the contrary, the parties intend and agree that the assignment of Intellectual Property granted by this Assignment is and shall at all times be junior and subordinate in priority in all respects to the assignment of security interests in the Intellectual Property made and granted by the First Assignment of Intellectual Property. Such subordinate and junior status shall exist irrespective of the order of execution and delivery of this Assignment or the attachment and perfection of the security interest granted hereby on the one hand, and the execution and delivery of the First Assignment of Intellectual Property and the attachment and perfection of the security interests thereunder on the other hand. The provisions of this Section 3 are irrevocable and may be modified, waived or revoked only with the written consent of the Assignee, including successors and assigns thereof, under the First Assignment of Intellectual Property.

The Assignee, including all successors and assigns thereof and all Persons claiming by or through the Assignee (whether by subrogation or otherwise, including without limitation Fuqua Industries, Inc. and its successors as the guarantor ("Guarantor") of the Subordinated Term Note under the Guaranty Agreement of even date herewith by and between the Assignee and the Guarantor), and all Persons claiming by or through the Assignor, may not without written waiver or consent as provided in the last sentence of the preceding paragraph exercise any of its rights and remedies with respect to the Intellectual Property unless and until all of the Senior Secured Obligations shall have been paid and performed in full. The Assignee may exercise any and all of its rights and remedies with respect to the Intellectual Property under the First Assignment of Intellectual Property in its absolute discretion from time to time with no obligation to preserve the Intellectual Property for the benefit of the Assignor, Guarantor or any other party claiming rights under the First Assignment of Intellectual Property, and it may apply the proceeds or other property realized upon the sale, collection, use or disposition of the Intellectual Property pursuant to the First Assignment of Intellectual Property in any manner permitted thereunder as it may determine in its sole discretion.

If any of the subsequent provisions of this Assignment conflict or are inconsistent with the provisions, purposes and intent of this Section 3, the provisions of this Section 3 shall control and such other provisions shall be subject to this Section 3. The subordination provisions set forth in this Section 3 are expressly conditioned on the nonavoidability of the

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security interests granted by or conferred pursuant to the First Assignment of Intellectual Property, and, if such security interests are lawfully avoided in any bankruptcy, insolvency or receivership proceedings, then such subordination provisions hereunder shall not be effective as against the Assignee hereunder and any Person claiming by or through the Assignee.

Section 4. Restrictions on Future Agreements. The Assignor agrees that until the Secured Obligations shall have been satisfied in full and the Second Security Agreement shall have been terminated, the Assignor will not, without the Assignee's prior written consent, enter into any agreement (for example, a license agreement) which is inconsistent with the Assignor's obligations under this Assignment and the 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 transferred to the Assignee under this Assignment.

Section 5. New Patents, Trademarks, and Licenses. The Assignor represents and warrants that the Patents, Trademarks and Licenses listed on Schedules A, B and C, respectively, constitute all of the Intellectual Property now owned by the Assignor. If, before the Secured Obligations shall have been satisfied in full, the Assignor shall (i) obtain rights to any new patentable inventions, trademarks, trademark registrations, trade names, logos or licenses, or (ii) become entitled to the benefit of any patent or trademark application, trademark, trademark registration, 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 the Assignor shall give to the Assignee prompt written notice thereof. The Assignor hereby authorizes the Assignee to modify this Assignment by amending Schedule A, B and/or C, as applicable, to include any future patents, patent applications, trademarks, trademark registrations, logos, trade names and licenses which are Intellectual Property, as applicable, under Section 2 above or under this Section 5.

Section 6. Royalties; Terms. The Assignor hereby agrees that the use by the Assignee of all Patents, Trademarks and Licenses as described above shall be worldwide and without any liability for royalties or other related charges from the Assignee to the Assignor. The term of the assignments granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Trademarks and Licenses assigned hereunder, or (ii) the Secured Obligations have been paid in full.

Section 7. The Assignee's Right to Inspect. The Assignee shall have the right, from time to time during normal business hours or such other time as may be mutually agreed upon by the parties hereto, to inspect the Assignor's premises and to examine the Assignor's books, records and operations, including, without limitation, the Assignor's quality control processes. The



Assignor agrees (i) not to sell or assign its interest in, or grant any license under, the Patents, Trademarks or Licenses, without the prior written consent of the Assignee; (ii) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with the quality of said products as of the date hereof; and (iii) to provide the Assignee, at least monthly, with a certificate of an officer of the Assignor certifying the Assignor's compliance with the foregoing.

Section 8. Reassignment to the Assignor. This Assignment is made for collateral purposes only. Upon payment in full of the Secured Obligations and termination of the Second Security Agreement, the Assignee shall execute and deliver to the Assignor all deeds, assignments and other instruments as may be necessary or proper to re-vest in the Assignor full title to the Patents, Trademarks, and Licenses, subject to any disposition thereof which may have been made by the Assignee pursuant hereto or pursuant to the Second Security Agreement.

Section 9. Duties of the Assignor. The Assignor shall have the duty (i) to pursue diligently any patent application of the Patents and any trademark application of the Trademarks pending as of the date hereof or thereafter until the Secured Obligations shall have been paid in full, (ii) to make application on unpatented but patentable inventions and on trademarks, as may be reasonably necessary to carry on the Assignor's business, and (iii) to preserve and maintain all rights in patent applications and patents of the Patents and in trademark applications, trademarks, and trademark registrations of the Trademarks, as may be reasonably necessary to carry on the Assignor's business.

Section 10. The Assignee's Right to Sue. The Assignee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Intellectual Property, and, if the Assignee shall commence any such suit, the Assignor shall, at the request of the Assignee, do any and all lawful acts and execute any and all proper documents required by the Assignee in aid of such enforcement and the Assignor shall promptly, upon demand, reimburse and indemnify the Assignee for all costs and expenses reasonably incurred by the Assignee in the exercise of its rights under this Section 10; provided, however that the Assignee shall be entitled to reimbursement only if the Assignee has reasonably requested and the Assignor has failed or neglected to bring any such suit in a timely manner.

Section 11. Waivers. No course of dealing between the Assignor and the Assignee, nor any failure to exercise, nor any delay in exercising, on the part of the Assignee, any right, power or privilege hereunder or under the Subordinated Term Loan Agreement or Second Security 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.

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Section 12. Severability. The provisions of this Assignment 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 Assignment in any jurisdiction.

Section 13. Modification. This Assignment 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.

Section 14. Cumulative Remedies; Power of Attorney; Effect on Second Security Agreement. All of the Assignee's rights and remedies with respect to the Intellectual Property, whether established hereby or by the Second Security Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. In the event of an Event of Default, the Assignor hereby authorizes the Assignee to make, constitute and appoint any officer or agent of the Assignee as the Assignee may select, in its sole discretion, as the Assignor's true and lawful attorney-in-fact, with power to (i) endorse the Assignor's name on all applications, documents, papers and instruments necessary or desirable to the Assignee in the use of the Intellectual Property or (ii) take any other actions with respect to the Intellectual Property as the Assignee deems in the best interest of the Assignee, or (iii) grant or issue any exclusive or non-exclusive license under any of the Patents or Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Intellectual Property to anyone. The 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 the Secured Obligations shall have been paid in full. The Assignor acknowledges and agrees that this Assignment is not intended to limit or restrict in any way the rights and remedies of the Assignee under the Subordinated Term Loan Agreement or the Second Security Agreement but rather is intended to facilitate the exercise of such rights and remedies. The Assignee shall have, in addition to all other 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 Intellectual Property may be located.

Section 15. Binding Effect; Benefits. This Assignment shall be binding upon the Assignor and its respective successors and assigns, and shall inure to the benefit of the Assignee, its nominees and assigns.

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Section 16. Governing Law. This Assignment has been executed and delivered in Columbus, Ohio, and shall be governed by and construed in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment on the date first set forth above.

DORCY INTERNATIONAL , INC.  
3985 Groves Road  
Columbus, Ohio 43232

By Theodore H Davis  
Theodore H. Davis, President  
and Chief Executive Officer

STATE OF OHIO )  
 ) SS.  
COUNTY OF FRANKLIN)

The foregoing Second Intellectual Property Assignment was executed and acknowledged before me this date by Theodore H. Davis, personally known to me to be the President of Dorcy International, Inc., an Ohio corporation, on behalf of such corporation.

(SEAL)

Date: September 19, 1985

Marilyn A. Wallace  
Notary Public

My Commission expires:

MARILYN A. WALLACE  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES APRIL 1, 1990

Agreed and Accepted as of  
the date first set forth  
above:

BANK ONE, COLUMBUS, N.A.

By Thomas D. Igoe  
Thomas D. Igoe  
Senior Vice President

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EXHIBIT A

Patents

I. United States Patents

	<u>NO.</u>	<u>TITLE</u>	<u>DATE GRANTED</u>
1.	D-253,494	Flashlight	11/20/79
2.	D-244,796	003	06/21/77
3.	D-247,519	Palm Light	03/14/78
4.	D-248,991	IBM Flashlight	05/15/78
5.	D-252,170	Slim Light	06/19/79
6.	D-253,733	Disney	12/18/79
7.	D-254,515	Switchable Tip Light	03/18/80
8.	3,806,724	Conductor Tube	06/23/74
9.	3,902,058	Pocket Flashlight	08/26/75
10.	4,183,140	Tooth Polisher	01/15/80
11.	D-250,662	Tooth Polisher	12/26/78
12.	4,422,131	Finger Light	12/20/83

II. Canadian Patent

	<u>NO.</u>	<u>TITLE</u>	<u>DATE GRANTED</u>
1.	D-42,590	Dental Stain Remover	08/29/77 Expires 8/29/87

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EXHIBIT B

Trademarks

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<u>Trademark</u>	<u>Country</u>	<u>Class</u>	<u>Registration Number</u>	TRADE-MARK	
				<u>Date Issued</u>	<u>Date Expires</u>
ADVA-LITE	US	US 21	1,011,465	5/27/75	5/27/95
CONCEPT	US	US 21	1,026,154	12/02/75	12/02/95
CONCEPT TOOTH POLISHER	US	US 21	1,154,776	5/19/81	5/19/01
DIAGONAL 3-STRIPE	US	US 21	1,038,332	4/20/76	4/20/96
LITTLE CONCEPT FLASHLIGHT	US	US 21	1,092,735	6/06/78	6/06/98
THE CONCEPT FLASHLIGHT & DES.	US	US 21	1,037,375	4/06/76	4/06/96
LITTLE CONCEPT FLASHLIGHT & DES.	US	US 21	1,038,162	4/20/76	4/20/96
PERSONAL CONCEPT FLASHLIGHT	US	US 21	1,138,304	7/29/80	7/29/00
AFC	US	US 21	883,699	1/06/70	1/06/90
ASHFLASH	US	US 21	1,098,608	8/08/78	8/08/98
ASHFLASH	HONG KONG		B1223	4/17/76	4/17/90
ASHFLASH IN RECTANGULAR BLOCK	US	US 21	888,195	3/24/70	3/24/90
ASHFLASH SOLAR	US	US 21	893,610	6/30/70	6/30/90
ASHTON	US	US 21	1,053,857	12/07/76	12/07/96
DISCOVERER	US	US 21	735,938	8/14/62	8/14/02
DORCY	TAIWAN	99	207512	3/16/83	3/16/93
DORCY	TAIWAN	92	212278	5/16/83	5/16/93
DORCY	US	Various	1263927	1/17/84	1/17/04
DORCY	TAIWAN	90	275511	3/01/85	2/28/95

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## IV. Trademarks

<u>Trademark</u>	<u>Country</u>	<u>Class</u>	<u>Registration Number</u>	<u>Date Issued</u>	<u>Date Expires</u>
LAWNMOWER DESIGN	US	7,8	1,197,106	6/08/82	6/08/02
MASTERCELL	US	9	1,039,167	5/11/76	5/11/96
MOPED DESIGN	US	6,7,8,11	1,192,706	3/30/82	3/30/02
MOTORCYCLE DESIGN	US	US 13,19 21,35	1,077,780	11/22/77	11/22/97
TOUCHPAK	US	-	1,048,497	9/21/76	9/21/96
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CONCEPT	Israel		43,010	10/6/76	
CONCEPT	Mexico		202,285	6/2/76	
LITTLE CONCEPT FLASHLIGHT	Canada		223,060	1/12/78	
LITTLE CONCEPT FLASHLIGHT	Mexico		209,045	1/11/78	

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Exhibit C  
Licenses

1. Dorcy International, Inc., a Delaware corporation, licenses a patent for display packages from Norman A. Bruml pursuant to an agreement dated April 25, 1980. Terms are as follows:

Patent No. - 4,046,251

Granted - September 6, 1977

Expiration of Patent - September 5, 1994

Expiration of License - License extends through the life of the Patent unless sooner terminated.

Royalty - 3% of net value of display packages, excluding those packages purchased from a supplier which is also licensed by Bruml.

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*Handwritten signature*

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Thank you for your prompt attention to these matters.

Sincerely,



D. Scott Harves

DSH/tmg  
Enclosures

cc: Mr. Theodore H. Davis (without enclosures)  
Ms. Katherine L. Verhoeven (without enclosures)  
Kathleen A. Kress, Esquire (without enclosures)

dsh\dorcy international\second closing\commissioner.2