

11-16-2001

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



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

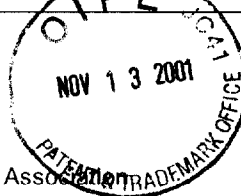
101896418

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

1. Name of conveying party(ies):

Finn Corporation

- Individuals, General Partnership, Corporation-State-OH, Other



11-13-01

2. Name and address of receiving party(ies)

Name: Gladstone Capital Corporation Internal Address: Street Address: 1750 Tysons Blvd., 4th FL City: McLean State: VA Zip: 22102

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

If assignee is not domiciles 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

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

3. Nature of conveyance:

- Assignment, Security Agreement, Merger, Change of Name, Other

Execution Date: November 6, 2001

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,287,524 1,176,903 1,301,056 697,083

Additional numbers attached? Yes No

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

Name: Barbara P. Smiley Internal Address: Cooley Godward LLP Street Address: 11951 Freedom Drive City: Reston State: VA Zip: 20190

6. Total number of applications and patents involved: 4

7. Total fee (37 CFR 3.41) \$ 115.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

30-3118

(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.

Barbara P. Smiley Name of Person Signing

Signature

11/9/2001 Date

Total number of pages including cover sheet, attachments, and documents: 8

11/16/2001 6TOM11 00000024 1287524 Mail documents to be recorded with required cover sheet information to:

01 FC:481 02 FC:482 115826 v1/RE 2HD#011 DOC

40.00 OP 75.00 OP

Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 002395 FRAME: 0904

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of November 6, 2001 by and between GLADSTONE CAPITAL CORPORATION, a Maryland corporation ("*Buyer*") and FINN CORPORATION, an Ohio corporation ("*Finn*").

## RECITALS

A. Buyer has agreed to purchase certain securities (the "*Investment*") from Finn, DHG, Inc. and CWS, Inc. (collectively "*Sellers*") pursuant to that certain Securities Purchase Agreement by and among Buyer and Sellers, dated of even date herewith (as the same may be amended, modified or supplemented from time to time the ("*Securities Purchase Agreement*"). Capitalized terms used herein are used as defined in the Securities Purchase Agreement.

B. Buyer is willing to purchase such securities from Sellers, but only upon the condition, among others, that Sellers shall grant to Buyer a security interest in certain Copyrights, Trademarks and Patents (the "*Intellectual Property Collateral*") to secure the Secured Obligations (as defined in the Security Agreement).

C. Pursuant to the terms of the Security Agreement, Sellers have granted to Buyer a security interest in all of Finn's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment and performance when due of the Secured Obligations, Finn hereby represents, warrants, covenants and agrees as follows:

## AGREEMENT

To secure the Secured Obligations, Finn grants and pledges to Buyer a security interest in all of Finn's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Buyer under the Security Agreement. The rights and remedies of Buyer with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement and the other Investment Documents, and those which are now or hereafter available to Buyer as a matter of law or equity. Each right, power and remedy of Buyer provided for herein or in the Security Agreement or any of the Investment Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Buyer of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Security Agreement

or any of the other Investment Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Buyer, of any or all other rights, powers or remedies.

Finn represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Finn has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

[Signatures contained on following page]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**FINN:**

Address of Finn:

9281 LeSaint Drive  
Fairfield, Ohio 45014

Attn: \_\_\_\_\_

**FINN CORPORATION**

By: David Nelson

Title: President & CEO

**BUYER:**

Address of Buyer:

1750 Tysons Boulevard, 4th Floor  
McLean, Virginia 22102

Attn: \_\_\_\_\_

**GLADSTONE CAPITAL CORPORATION**

By: \_\_\_\_\_

Title: \_\_\_\_\_

INTELLECTUAL PROPERTY SECURITY AGREEMENT  
SIGNATURE PAGE

114548 v2/RE  
2gdw02!.DOC

**TRADEMARK**  
**REEL: 002395 FRAME: 0907**

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Finn:

9281 LeSaint Drive  
Fairfield, Ohio 45014

Attn: \_\_\_\_\_

Address of Buyer:

1750 Tysons Boulevard, 4th Floor  
McLean, Virginia 22102

Attn: Henry Brill

FINN:

FINN CORPORATION

By: \_\_\_\_\_

Title: \_\_\_\_\_

BUYER:

GLADSTONE CAPITAL CORPORATION

By: Jamie Gladstone

Title: Chairman

INTELLECTUAL PROPERTY SECURITY AGREEMENT  
SIGNATURE PAGE

C:\WINDOWS\DESKTOP#114548 v3 - GCC-Finn-IP Sec. Agt.-Finn.doc

**EXHIBIT A**  
**COPYRIGHTS**

<b>Description</b>	<b>Registration Number</b>	<b>Registration Date</b>
--------------------	--------------------------------	------------------------------

---

None

105993 v4/RE  
29s9041.DOC  
110701/1651

**EXHIBIT B****PATENTS**

<b>Patent Application Description</b>	<b>Registration/ Application Number</b>	<b>Registration/ Application Date</b>
Hydraulic System	09/579,295	
Hydraulic System	01/17172 PCT	
Discharge Apparatus Adapted to Distribute Material	09/578,782	
Discharge Apparatus Adapted to Distribute Material	01/17173 PCT	
Skid Loader	29/133,943	
Skid Loader	2001-16930 Japan	
Skid Loader	2001-16984 Japan	
Skid Loader	2001-16985 Japan	
Skid Loader	2001-16986 Japan	
Skid Loader	2001-16987 Japan	
Skid Loader	2001-16988 Japan	
Hydraulic Apparatus for Vehicles	60/306987	

105993 v4/RE  
29s904!.DOC  
110701/1651

**EXHIBIT C**  
**TRADEMARKS**

<b>Description</b>	<b>Registration/ Application Number</b>	<b>Registration/ Application Date</b>
FINN & Design	1,287,524	July 31, 1984
FINN & Design	1,176,903	Nov. 10, 1981
HYDROGEL & Design	1,301,056	Oct. 23, 1984
HYDROSEEDER	697,083	May 3, 1960; renewed Jan. 9, 2001
KRIMPER	1,010,331	Abandoned
LAWN FEEDER	1,059,012	Abandoned