

03-08-2002

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

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

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

1. Name of conveying party(ies): Ultrablend Systems, Inc.

- 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: EDE Enterprises, LLC Internal Address:

Street Address: 400 2nd Ave. So., #1200 City: Minneapolis State: MN Zip: 55401

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

Other limited liability company - state If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No N/A

3. Nature of conveyance:

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

Execution Date: November 13, 2001

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

A. Trademark Application No.(s) 74/518,619

B. Trademark Registration No.(s) 1,937,927

Additional number(s) attached Yes No

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

Name: Scott M. Hagel

Internal Address:

Street Address: 400 Second Avenue South Suite 1200

City: Minneapolis State: MN Zip: 55401

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41): \$ 80.00

- 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.

Scott M. Hagel Name of Person Signing

Signature

1/30/02 Date

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

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

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01 FC:481 02 FC:482

40.00 DP 25.00 DP

Refund Ref: 03/08/2002 LNWELLER 0000114865 \$15.00 CHECK Refund Total

SECURITY AGREEMENT

THIS AGREEMENT is entered into effective as of the 13th day of November, 2001, by Ultrablend Systems, Inc., a New Hampshire corporation ("Debtor") in favor of EDE Enterprises, LLC, a Minnesota limited liability company (the "Secured Party").

WHEREAS, pursuant to the terms of that certain Loan Agreement, between CS&EE Acquisition Corporation and the Secured Party, dated June 6, 2001, CS&EE Acquisition Corporation delivered and is indebted to the Secured Party pursuant to the terms of that certain promissory note issued by CS&EE Acquisition Corporation to the Secured Party in the principal amount of \$3,400,000, dated even date herewith (the "Note");

WHEREAS, CS&EE Acquisition Corporation and Debtor have entered into a Merger Agreement dated November 13, 2001 whereby CS&EE Acquisition Corporation will be merged out of existence;

WHEREAS, pursuant to the Merger Agreement, Debtor is assuming all of the liabilities of CS&EE Acquisition Corporation including the Note;

WHEREAS, to secure payment of Debtor's obligations to the Secured Party, under the Note, Debtor is willing to grant the Secured Party a security interest in its assets on the terms and conditions set forth herein.

NOW, THEREFORE, Debtor agrees as follows:

1. **Grant of Security Interest**. Debtor does hereby grant unto Secured Party a security interest in the following (collectively referred to as the "Collateral"):

1. Patent No. 5,437,505 dated August 8, 1995 for a Spring-Compensated Bail Retaining Device;
2. Patent Registration 08/409,699 registered March 24, 1995 for a Pressure Comensated Continuous Angular Contact Drive Wheel Mechanism;
3. Trademark Reg. No. 1,937,927 dated November 28, 1995 for ULTRABLEND 5; and
4. Trademark Application No. 74/518,619 filed April 29, 1994 for PAIL-FRIENDLY.

The security interest is granted by Debtor to secure prompt payment to the Secured Party of sums due under the Note and any and all extensions and renewals thereof, together with all liabilities of Debtor to Secured Party (primarily, secondarily, direct, contingent, sole, joint or several) due or to become due in the performance by Debtor of all of the terms and conditions of this Security Agreement (collectively hereinafter referred to as "Obligations").

2. **Representations, Warranties and Agreements.** The Debtor represents and warrants to the Secured Party and agrees as follows:

- (a) The Debtor is a New Hampshire corporation, and the location of Debtor's chief executive office is 23 Industrial Drive, Londonderry, New Hampshire 03053. The Debtor has not used any trade name, assumed name, or any other name except for Debtor's name stated above. The Debtor shall not change its state of organization from that listed above without the Secured Party's prior written consent. The Debtor shall give the Secured Party prior written notice of any change in the address of the Debtor's chief executive office or the Debtor's name or if the Debtor uses any other name. The Debtor's federal tax identification number is 02-0462716.
- (b) The Debtor shall not sell or otherwise dispose of any Collateral or any interest therein without the prior written consent of the Secured Party, except that, until the occurrence of an Event of Default, the Debtor may sell or lease any Collateral in the ordinary course of business at prices constituting the fair market value thereof. For purposes of this Security Agreement, a transfer in partial or total satisfaction of a debt, obligation or liability shall not constitute a sale or lease in the ordinary course of business.

3. **Status of Title.** The security interest granted to Secured Party by Debtor shall apply to the Collateral whether or not title thereto or any part thereof shall have passed or shall be deemed to have passed to Debtor. Debtor is the owner of the Collateral, free and clear of all other liens, claims and encumbrances. Debtor will defend the Collateral against all claims and demands of all other persons at any time claiming the same or any interest therein.

4. **Authority.** Debtor has full power and authority to execute this Security Agreement and to subject the Collateral to the security interest created thereby.

5. **Covenants.** The Debtor shall: (i) keep all tangible Collateral in good condition and repair, normal depreciation excepted; (ii) from time to time replace any worn, broken or defective parts thereof; (iii) promptly notify the Secured Party of any loss of or material damage to the Collateral; (iv) not permit any Collateral to be used or kept for any unlawful purpose or in violation of any federal, state or local law; (v) keep all tangible Collateral insured in such amounts, against such risks and in such companies as is commercially reasonable, with lender loss payable clauses in favor of the Secured Party to the extent of its interest acceptable to the Secured Party (including without limitation a provision for at least thirty (30) days' prior written notice to the Secured Party of any cancellation or modification of such insurance), and upon the request of the Secured Party deliver policies or certificates of such insurance to the Secured Party; (vi) at the Debtor's chief executive office, keep accurate and complete records pertaining to the Collateral and the Debtor's financial condition, business and property, and provide the Secured Party such periodic reports concerning the Collateral and the Debtor's financial condition, business and property as the Secured party may from time to time request; (vii) at all reasonable times permit the Secured Party and its representatives to examine and inspect any Collateral, and to examine, inspect and copy the Debtor's records pertaining to the Collateral and the Debtor's financial condition, business and property; and

(viii) at the Secured Party's request, promptly execute, endorse and deliver such financing statements and other instruments, documents, control agreements, chattel paper and writings and take such other actions deemed by the Secured Party to be necessary or desirable to establish, protect, perfect or enforce the Security Interest and the rights of the Secured Party under this Security Agreement and applicable law, and pay all costs of filing financing statements and other writings in all public offices where filing is deemed by the Secured Party to be necessary or desirable.

6. **Financing Statements.** The Debtor authorizes the Secured Party to file all of the Secured Party's financing statements and amendments to financing statements, and all terminations of the filings of other secured parties, all with respect to the Collateral, in such form and substance as the Secured Party, in its sole discretion, may determine.

7. **[Intentionally Omitted]**

8. **Protection of Security.** Upon the occurrence of an Event of Default, the Secured Party, in the name and on behalf of the Debtor or, at the Secured Party's option, in its own name, may perform or observe such agreement and take any action which the Secured Party may deem necessary or desirable to cure or correct such failure. Upon the occurrence and during the continuation of an Event of Default, Secured Party may collect, receive, receipt for, create, prepare, complete, execute, endorse, deliver and file any and all financing statements, insurance applications, remittances, instruments, documents, chattel paper and other writings, to grant any extension to, compromise, settle, waive, modify, amend, adjust, change and release any obligation of any account debtor, Debtor, insurer or other person pertaining to any Collateral, and to take any other action deemed by the Secured Party to be necessary or desirable to establish, perfect, protect or enforce the security interest granted hereunder. All advances, charges, costs and expenses, including reasonable attorneys' fees, incurred or paid by the Secured Party in connection with the Obligations and in the protection and exercise of any rights or remedies hereunder, shall be secured hereunder and shall be paid by the Debtor to the Secured Party on demand.

9. **Possession of Collateral.** Until the occurrence of an Event of Default hereunder, Debtor may have possession of the Collateral and use it in any lawful manner not inconsistent with this Security Agreement, and not inconsistent with any policy of insurance thereon.

10. **Collections.** The Debtor shall collect all accounts until an Event of Default shall occur and the Secured Party, pursuant to paragraph 14(b) below, requires the Debtor to notify account debtors of the existence of the Secured Party's security interest.

11. **[Intentionally Omitted].**

12. **Default.** The occurrence or existence of any of the following events or conditions shall constitute an "Event of Default":

- (a) default in the payment or performance of any obligation, covenant or liability contained in the Loan Agreement or the Obligations and the failure to cure such default within the time provided therefor;

- (b) any warranty, representation or statement made or furnished to the Secured Party by or on behalf of the Debtor which proves to have been false in any material respect when made or furnished;
- (c) Debtor's becoming insolvent or unable to pay its debts as they mature or the making of an assignment for the benefit of creditors, or the institution of any proceeding against Debtor alleging that Debtor is insolvent or unable to pay its debts as they mature which is not dismissed within thirty (30) days after the filing thereof;
- (d) the death, dissolution, liquidation, merger or consolidation of the Debtor;
- (e) the sale, lease or other disposition (whether in one or more transactions) of all or a substantial part of the assets of the Debtor;
- (f) the Debtor takes action to go out of business, or to revoke or terminate any agreement, liability or security in favor of the Secured Party;
- (g) the entry of a final and non-appealable judgment or other order for the payment of money in the amount of \$50,000 or more against the Debtor and the failure to obtain a dismissal or satisfaction of such judgment or order within thirty (30) days after entry thereof;
- (h) the issuance or levy or any writ, warrant, attachment, garnishment, execution or other process against any property of the Debtor, which is not being contested in good faith through appropriate legal proceedings, in the amount of \$50,000 or more and the failure to obtain a dismissal or satisfaction of such levy, writ, warrant, attachment, garnishment, execution or other process within thirty (30) days after entry thereof:
or
- (i) the attachment of any tax lien to any property of the Debtor, arising from a payment which is delinquent and which is not being contested in good faith through appropriate legal proceedings, in the amount of \$50,000 or more and the failure to obtain a dismissal or satisfaction of such tax lien within thirty (30) days after entry thereof.

13. **Acceleration.** Upon the occurrence of an Event of Default, Secured Party may declare all indebtedness secured hereby immediately due and payable and shall have any and all rights and remedies of a secured party under this Security Agreement, the Uniform Commercial Code, and any other applicable agreements and laws. The Secured Party may require Debtor to assemble the Collateral and make it available to the Secured Party at a place to be designated by the Secured Party which is reasonably convenient to both parties. Debtor shall pay all costs and expenses of Secured Party, including reasonable attorneys' fees, in connection with the enforcement of any of its rights under this Security Agreement, or in the collection of any amounts owing under the Obligations.

14. **Remedies.** Whenever an Event of Default shall exist hereunder, the Secured Party may:

- (a) proceed to protect and enforce its rights by a suit or suits in equity or at law, either for specific performance of any covenant or agreement contained herein or for the foreclosure of the security interest granted pursuant to this Security Agreement; and
- (b) after giving the Debtor at least ten (10) days advance written notice (which may be given upon or after the occurrence of an Event of Default) of its intent to do so:
 - (i) at the Secured Party's written request, require the Debtor to hold the proceeds of any and all collections of accounts hereafter in trust for the Secured Party without right to commingle them with any other funds or property of the Debtor and, at the Secured Party's request, deliver the same to the Secured Party forthwith;
 - (ii) notify any or all account debtors of the existence of the Secured Party's security interest and require such account debtors to pay or remit all sums due or to become due directly to the Secured Party or its nominee; and
 - (iii) exercise all rights and remedies of a secured party under the Uniform Commercial Code or any other applicable law or under any other contract related to the Obligations.

The remedies of the Secured Party shall be cumulative. If the Secured Party disposes of any of the Collateral, the proceeds of such disposition shall be applied as set forth in the Uniform Commercial Code. The Secured Party may, at its option, dispose of the Collateral by public or private sale and sell the Collateral in bulk, in lots or in one or more units. The Debtor specifically grants to the Secured Party the right to apply such proceeds to reasonable attorneys' fees and legal expenses incurred by the Secured Party in connection with negotiation with the Debtor, its representatives, successors or assigns, collection of the Obligations, repossession and disposition of Collateral or protection of the Secured Party's position.

15. **Assembling Collateral.** Upon the occurrence of an Event of Default, the Debtor agrees to make the Collateral available to the Secured Party at a commercially reasonable location designated by the Secured Party.

16. **Notification of Disposition.** If any notification of intended disposition by the Secured Party of any of the Collateral as required by law, such notification shall be deemed reasonably and properly given if mailed at least ten (10) days before such disposition, postage prepaid, addressed to Debtor at the address listed in Section 2 of this Security Agreement.

17. **Waiver.** The waiver by the Secured Party of any default hereunder shall not be a waiver of any other default or of the same default on a later occasion. No delay or failure by Secured Party to exercise any right or remedy shall be a waiver of such right or remedy and no single or partial exercise by Secured Party of any right or remedy shall be preclude other or further exercise

thereof or the exercise of any other right or remedy at any other time.

18. **Construction.** All terms in this Security Agreement that are defined in the New Hampshire Uniform Commercial Code, as amended from time to time ("UCC"), shall have the meanings set forth in the UCC, and such meanings shall automatically change at the time that any amendment to the UCC, which changes such meanings, shall become effective.

19. **Governing Law.** This Security Agreement shall be construed in accordance with and governed by the laws of the State of New Hampshire. If any part of this Security Agreement shall be determined to be invalid, the remainder shall not be thereby invalidated.

20. **Binding Agreement.** All rights of the Secured Party hereunder shall inure to the benefit of its successors and assigns, and all obligations of Debtor shall bind Debtor's heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the Debtor has executed this Security Agreement effective as of the date first above written.

THE DEBTOR REPRESENTS AND WARRANTS TO THE SECURED PARTY AND AGREES THAT THE DEBTOR HAS READ ALL OF THIS AGREEMENT AND UNDERSTANDS ALL OF THE PROVISIONS OF THIS AGREEMENT.

ULTRABLEND SYSTEMS, INC.



Carlos M. Salas, Chief Executive Officer