

03-19-2002



Form PTO-1594

(Rev. 03/01)

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Tab settings

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

3-6-02

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

1. Name of conveying party(ies): In-Veyor, LLC 10901 Kenwood Road Cincinnati, Ohio 45242 <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other _____ Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. Name and address of receiving party(ies) Name: U.S. National Bank Association Internal Address: _____ Address: _____ Street Address: 425 Walnut Street City Cincinnati State Ohio Zip 45202 <input type="checkbox"/> Individual(s) citizenship _____ <input checked="" type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation-State _____ <input type="checkbox"/> Other _____ If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: 2/15/02			
4. Application number(s) or registration number(s): A. Trademark Application No.(s) Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		B. Trademark Registration No.(s) 1,687,565 <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
5. Name and address of party to whom correspondence concerning document should be mailed: Name: Ann G. Robinson, Esq. Internal Address: FROST BROWN TODD LLC Street Address: 2200 PNC Center 201 E. Fifth Street City Cincinnati State OH Zip 45202		6. Total number of applications and Registrations involved: 1 7. Total fee (37 CFR 3.41) \$ 40.00 <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: 06-2226 (Attach duplicate copy of this page if paying by deposit account)	
DO NOT USE THIS SPACE			
9. 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. Ann G. Robinson Name of Person Signing Signature Date 2/26/02 Total number of pages including cover sheet, attachments, and document: 28			

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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TRADEMARK
 REEL: 002463 FRAME: 0607

INTELLECTUAL PROPERTY SECURITY AGREEMENT

1. **Grant of Security Interest.** IN-VEYOR, LLC, a Delaware limited liability company ("Debtor"), pursuant to that certain Loan and Reimbursement Agreement entered into between the parties on February 15, 2002 (the "Loan Agreement"), and for valuable consideration, receipt of which hereby is acknowledged, hereby transfers, assigns and pledges to U.S. BANK NATIONAL ASSOCIATION, a national banking association doing business as Firstar Bank, National Association ("Secured Party"), and enters into this Intellectual Property Security Agreement (the "Agreement") and grants to Secured Party, a security interest in all of Debtor's right, title and interest in, to and under the following collateral, whether now existing or hereafter arising or acquired (the "Collateral"):
- 1.1. all trademarks, trade names, trade dress, corporate names, fictitious names, service marks, logos, commercial symbols, prints and labels on which any of the foregoing have appeared, now appear or hereafter appear, designs and the good will and general intangibles of like nature relating thereto, now existing or hereafter adopted or acquired, and all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office (except for intent-to-use based applications) or in any other office or agency of the United States or any State thereof, or any other country or any political subdivision thereof, including, but not limited to, those described in Schedule A hereto, and all renewals thereof and all licenses thereof (whether as licensor or licensee) and other agreements and/or rights of any kind relating thereto (all of the foregoing being herein referred to as the "Trademarks");
 - 1.2. all letters patent of the United States or of any other country, and all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any other office or agency of the United States or any State thereof or of any other country, including but not limited to, those described in Schedule B hereto, and all inventions, reissues, re-examinations, divisions, improvements, continuations, continuations-in-part, continuing prosecution applications, or extensions thereof, substitutes, renewals and all licenses thereof (whether as licensor or licensee) and other agreements and/or rights of any kind relating thereto (all of the foregoing being herein referred to as the "Patents");
 - 1.3. all copyrights, whether registered or not, of the United States or any other country, and all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, applications, registrations and recordings in the United States Copyright Office or of any other country, including but not limited to, those described in Schedule C hereto, and all variations, adaptations, derivatives, renewals thereof and all licenses thereof (whether as licensor or licensee) and other agreements and/or rights of any kind relating thereto (all of the foregoing being herein referred to as the "Copyrights");
 - 1.4. all trade secrets, proprietary information and "know-how" (all of the foregoing being herein referred to as the "Trade Secrets");

- 1.5. all rights to sue and other claims for past, present and future infringements and/or misappropriations of any of such Trademarks, Patents, Copyrights, and Trade Secrets, or dilution thereof, or for injury to the good will associated therewith; and
- 1.6. all income, damages and other amounts payable of any kind under or with respect to any of the foregoing, including, without limitation, royalty fees, proceeds of infringement suits and other amounts of any kind;

for the purpose of securing the payment to Secured Party of all of the Obligations (as the term is defined in the Loan Agreement). Notwithstanding the foregoing, (i) Collateral shall not include any license or any other agreement that is expressly prohibited by its terms (or the terms of any other agreement) from being pledged as security or that terminates upon being pledged, and (ii) no assets of foreign subsidiaries will be provided as Collateral.

2. **Collateral Assignment.**

- 2.1. In addition to, and not in limitation of, the grant of the security interest in the Patents, Trademarks, Copyrights and Trade Secrets in Section 1 above, Debtor hereby grants, assigns, transfers, conveys, sets over to Secured Party, Debtor's entire right, title and interest in and to the Patents, Trademarks, Copyrights and Trade Secrets; provided that such grant, assignment, transfer and conveyance will become effective only at the election of Secured Party and after the occurrence of an Event of Default that is continuing at the time of the election. Debtor hereby agrees that after the effectiveness of such grant, assignment, transfer and conveyance of any of the Patents, Trademarks, Copyrights and Trade Secrets, the use by Secured Party of any such Patents, Trademarks, Copyrights and Trade Secrets will be without any liability for royalties or other related charges from Secured Party to any Debtor.
- 2.2. In addition, Debtor has executed in blank and delivered to Secured Party an assignment of license and federally registered patents, trademarks and copyrights (the "IP Assignment") owned by it in the form of the attached Exhibit A hereto. Debtor hereby authorizes Secured Party to complete as Assignee and record with the United States Patent and Trademark Office (the "Patent and Trademark Office") and the United States Copyright Office (the "Copyright Office") each IP Assignment upon the occurrence of an Event of Default that is continuing at the time of filing.

3. **General Representations and Warranties.** Debtor represents and warrants as follows:

- 3.1. Except as otherwise set forth in the schedules attached hereto, each of the Trademarks, Patents, Copyrights, and Trade Secrets is valid, enforceable and subsisting.
- 3.2. Debtor has the requisite corporate power and authority to execute, deliver and perform this Agreement, and this Agreement is the legal, valid and binding obligation of Debtor, enforceable in accordance with its terms.
- 3.3. This Agreement creates a legal and valid lien on the Collateral, enforceable against Debtor upon the filing, with appropriate recordation, cover sheets and recording with the United States Patent and Trademark Office, the United States Copyright Office or other government appropriate agencies together with payment of the appropriate filing fees.

- 3.4. This Agreement does not violate and is not in contravention of any other agreement to which Debtor is a party or any judgment or decree by which Debtor is bound and does not require any consent under any other agreement to which Debtor is a party or by which Debtor is bound.
- 3.5. All of the information provided by Debtor to Secured Party on the Disclosure Schedule executed by Debtor of even date herewith is true and complete in all material respects.
- 3.6. Debtor will notify Secured Party in writing of all final judgments or written claims that any Patent, Trademark or Copyright is invalid or unenforceable and all final judgments or written claims regarding unauthorized uses of any Patent, Trademark or Copyright by third parties.
- 3.7. Except in the ordinary course of business and in accordance with Debtor's reasonable judgment, Debtor's products will be marked as required by statute with respect to the Collateral.
- 3.8. Debtor will engage in quality control policing of all licensed users of any Trademark as required by statute.

4. **Trademark Representations and Warranties.** Debtor represents and warrants as follows:

- 4.1. To Debtor's knowledge, as of the date hereof, except as otherwise set forth in the Schedules hereto: (a) Debtor is the sole, legal and beneficial owner of the entire right, title and interest in and to the Trademarks purported to be granted by it hereunder, free and clear of any lien, security interest, option, charge, pledge, registered user agreement, assignment (whether conditional or not), or covenant, or any other encumbrance, except for the security interests created or permitted by this Agreement or the Loan Agreement and certain licenses and agreements; (b) no financing statement or similar instrument is in effect covering all or any part of the Trademarks purported to be granted by Debtor hereunder is on file in any recording office, including, without limitation, the Patent and Trademark Office.
- 4.2. Set forth on Schedule A is a list of all of the registered trademarks, filed trademark applications, trade names and corporate names owned by Debtor.
- 4.3. Each registered trademark identified on Schedule A is validly subsisting and has not been abandoned or adjudged invalid, unregistrable or unenforceable, in whole or in part, and is, to Debtor's knowledge, valid.

5. **Patent Representations and Warranties.** Debtor represents and warrants as follows:

- 5.1. To Debtor's knowledge, as of the date hereof, except as otherwise set forth in the Schedules hereto: (a) Debtor is the sole, legal and beneficial owner of the entire right, title and interest in and to the Patents purported to be granted by it hereunder, free and clear of any lien, security interest, option, charge, pledge, registered user agreement, assignment (whether conditional or not), or covenant, or any other encumbrance, except for the security interests created or permitted by this Agreement or the Loan Agreement and certain licenses and agreements; (b) no financing statement or similar instrument is in effect covering all or any part of the Patents purported to be granted by Debtor hereunder is

on file in any recording office, including, without limitation, the Patent and Trademark Office.

- 5.2. Set forth on Schedule B is a list of all of the issued Patents and filed Patent applications owned by Debtor.
- 5.3. Each issued Patent of Debtor identified on Schedule B hereto is subsisting and has not been adjudged unpatentable, invalid or unenforceable, in whole or in part, and to the knowledge of Debtor the issued Patents are valid, and to the knowledge of Debtor each Patent application has been filed in conformity with applicable rules and procedures of the Patent and Trademark Office and of the equivalent agencies in each applicable foreign jurisdiction and, except in the ordinary course of business and in accordance with Debtor's reasonable judgment, will be prosecuted in conformity therewith so as not to become improperly abandoned.

6. **Copyright Representations and Warranties.** Debtor represents and warrants as follows:

- 6.1. To Debtor's knowledge, as of the date hereof, except as otherwise set forth in the Schedules hereto: (a) Debtor is the sole, legal and beneficial owner of the entire right, title and interest in and to the Copyrights purported to be granted by it hereunder, free and clear of any lien, security interest, option, charge, pledge, registered user agreement, assignment (whether conditional or not), or covenant, or any other encumbrance, except for the security interests created or permitted by this Agreement or the Loan Agreement and certain licenses and agreements; (b) no financing statement or similar instrument is in effect covering all or any part of the Copyrights purported to be granted by Debtor hereunder is on file in any recording office, including, without limitation, the Patent and Trademark Office.
- 6.2. Set forth on Schedule C is a list of all of the registered copyrights owned by Debtor.
- 6.3. Each copyright registration identified on Schedule C is validly subsisting and has not been abandoned or adjudged invalid, unregistrable or unenforceable, in whole or in part, and is, to Debtor's knowledge, valid.

7. **Trade Secret Representations and Warranties.** Debtor represents and warrants as follows:

- 7.1. To Debtor's knowledge, as of the date hereof, except as otherwise set forth in the schedules hereto: (a) Debtor is the sole, legal and beneficial owner of the entire right, title and interest in and to the Trade Secrets purported to be granted by it hereunder, free and clear of any lien, security interest, option, charge, pledge, registered user agreement, assignment (whether conditional or not), or covenant, or any other encumbrance, except for the security interests created or permitted by this Agreement or the Loan Agreement and certain licenses and agreements; (b) no financing statement or similar instrument is in effect covering all or any part of the Trade Secrets purported to be granted by Debtor hereunder is on file in any recording office, including, without limitation, the Patent and Trademark Office.

8. **Covenants.** Debtor covenants and agrees as follows:

- 8.1. Debtor will furnish to Secured Party within three months of acquiring or becoming aware of such ownership interest statements and schedules identifying and describing any change, including but not limited to additions and/or deletions in the registered or issued Collateral that has been disclosed in Schedules A, B and C herein, and such other reports in connection with such registered or issued Collateral as Secured Party may reasonably request, all in reasonable detail, and include a detailed explanation of any deletions therefrom.
- 8.2. Except in the ordinary course of business and in accordance with Debtor's reasonable judgment, Debtor (either itself or through its licensees) will: (a) continue to properly use and maintain each Trademark that is material to Debtor's business in full force and free from any claim of abandonment for non-use, (b) employ such Trademark with the appropriate notice of application or registration, and (c) not, and not expressly authorize any licensee or sublicensee thereof to, do any act or knowingly omit to do any act whereby such Trademark may become invalidated.
- 8.3. Except in the ordinary course of business and in accordance with Debtor's reasonable judgment, Debtor will not do any act, or omit to do any act, whereby any Patent or Copyright may become abandoned, part of the public domain or otherwise unenforceable.
- 8.4. Debtor will notify Secured Party promptly if Debtor knows that any application or registration relating to any Patent, Copyright, Trademark, or Trade Secret that is subject to a license, has become abandoned, invalid, or otherwise unenforceable, or of any adverse determination or development, including but not by way of limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or Copyright Office or any court, regarding the ownership of any part of the Collateral, its right to register the same, or to keep, use, enforce and/or maintain the same.
- 8.5. If at any time after the date of this Agreement, Debtor obtains rights to any new or additional Collateral, or becomes entitled to the benefit of any application or registration for any re-issue, division, re-examination, continuation-in-part, continuation, renewal or extension of any Collateral or any improvements, adaptations or derivations on any Collateral, the provisions of this Agreement will automatically apply thereto and Debtor will give to Secured Party prompt written notice thereof. Debtor authorizes Secured Party to modify this Agreement by adding from time to time an Exhibit B, which Exhibit B will include any such future Collateral and applications, and must be pre-approved by Debtor and Debtor will execute and deliver to Secured Party from time to time such supplemental assignments or other instruments as Secured Party may desire for the purpose of confirming and perfecting Secured Party's interest in such Collateral; provided that Debtor determines that such supplemental assignments and instruments are accurate and appropriate.
- 8.6. Except in the ordinary course of business and in accordance with Debtor's reasonable judgment, Debtor will take all necessary steps, including, without limitation, in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or any appropriate office or agency in any state or in any other country or

any political subdivision thereof, to maintain and pursue each application (and to obtain the relevant registration) and to maintain each registration of the Collateral, including, without limitation, filing of applications for renewal, payment of maintenance fees, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings.

8.7. Debtor will not (a) sell, assign, pledge or otherwise transfer or encumber all or any part of its interest in any of the Collateral, (b) grant any license under any of the Collateral (other than licenses to marketing and distribution agents in the ordinary course of business consistent with past practices or in accordance with Debtor's reasonable judgment), or (c) enter into any agreement which is inconsistent with Debtor's obligations under this Agreement. Notwithstanding the foregoing, Debtor may license the Collateral (i) in the ordinary course of Debtor's business and in accordance with Debtor's reasonable judgment; or (ii) in connection with a sale of assets expressly permitted in the Loan Agreement, if and only if such license is on terms reasonably expected to maximize the gain to Debtor resulting from the granting of such license. Secured Party will execute any documents that Debtor may reasonably require in order to permit Debtor to exercise its rights hereunder to license the Collateral; provided that in no event will Secured Party be required to do anything that may, in the sole reasonable judgment of Secured Party, result in adversely affecting the lien granted hereunder or the assignment of the Collateral located in any foreign jurisdiction.

8.8. Except in the ordinary course of business and in accordance with Debtor's reasonable judgment, if any of the Collateral is infringed, misappropriated, diluted or otherwise used or returned without authorization by a third party, Debtor will promptly notify Secured Party after Debtor learns thereof and will take such actions, if any, as Debtor will reasonably deem appropriate under the circumstances to protect such Collateral.

8.9. Except in the ordinary course of business and in accordance with Debtor's reasonable judgment, Debtor, at its sole cost and expense, will appear in and defend any action arising out of, or in any manner connected with, any of the Collateral or the obligations or liabilities of Debtor thereunder.

9. **Payment of Expenses by Secured Party.** At its option, Secured Party may discharge taxes, liens, security interests or such other encumbrances as may attach to the Collateral, may pay for the maintenance and preservation of the Collateral, as reasonably determined by Secured Party to be necessary. Debtor will reimburse Secured Party on demand for any payment so made or any expense incurred by Secured Party pursuant to the foregoing authorization, and the Collateral also will secure any advances or payments so made or expenses so incurred by Secured Party.

10. **Collections.** After the occurrence and during the continuance of an Event of Default, as defined below, if directed by Secured Party, whenever Debtor receives any payment with respect to any of the Collateral it will hold such payment in trust for Secured Party and forthwith will deliver to Secured Party the same in the form received by Debtor without commingling with any funds belonging to Debtor, and promptly will deposit the same in a special collateral account with Secured Party.

11. **Notification of Third Parties.** Secured Party, at any time after the occurrence and during the continuance of an Event of Default, and without notice to Debtor, may notify any persons who are

indebted to Debtor with respect to any Collateral of the assignment thereof to Secured Party and may direct such persons to make payment directly to Secured Party of the amounts due. At the request of Secured Party during the continuance of an Event of Default, Debtor will direct any persons who are indebted to Debtor with respect to any Collateral to make payment directly to Secured Party. Secured Party is authorized to give receipts to such persons for any such payments and such persons will be protected in making such payments to Secured Party.

12. **Execution of Appropriate Documentation with Respect to Collateral.** With respect to any and all of the Collateral, Debtor agrees to do and cause to be done all things reasonably necessary or appropriate to perfect, maintain the priority of and keep in full force and effect the security interest granted by Debtor to Secured Party, including, but not limited to, the prompt payment upon demand therefor by Secured Party of all fees and expenses (including documentary stamp, excise or intangibles taxes) incurred in connection with the preparation, delivery, or filing of any document or the taking of any action deemed necessary or appropriate by Secured Party to perfect, protect, or enforce a security interest in any of the Collateral for the benefit of Secured Party, subject only to the liens to which Secured Party has specifically consented in writing (the "Permitted Liens"). All amounts not so paid when due will be added to the Obligations and (in addition to other rights and remedies resulting from such non-payment) will bear interest from the date of demand until paid in full at the Default Rate. During the term of the Loan Agreement, Debtor also authorizes Secured Party to file one or more financing statements, as deemed necessary or desirable by Secured Party, which financing statements lists or otherwise describes the Collateral as consisting of all of Debtor's assets or words to that effect, regardless of the actual description of the Collateral set forth in this Agreement.
13. **Receivers.** Upon the occurrence and at any time during the continuance of an Event of Default, Secured Party may request the appointment of a receiver of the Collateral. Such appointment may be made without notice, and without regard to (i) the solvency or insolvency, at the time of application for such receiver, of the person or persons, if any, liable for the payment of the Obligations; and (ii) the value of the Collateral at such time. Such receiver will have the power to take possession, control and care of the Collateral and to collect all accounts resulting therefrom. Notwithstanding the appointment of any receiver, trustee, or other custodian, Secured Party will be entitled to the possession and control of any cash, or other instruments at the time held by, or payable or deliverable under the terms of this Security Agreement to Secured Party.
14. **Default.**
- 14.1. Upon the occurrence and during the continuance of an Event of Default (as defined in the Loan Agreement), Secured Party may exercise any one or more of the rights and remedies granted pursuant to this Agreement or given to a secured party under applicable law, as it may be amended from time to time, including but not limited to: (i) the right to take possession and sell, lease or otherwise dispose of the Collateral; (ii) at its option, operate, use or exercise any rights of ownership pertaining to the Collateral as Secured Party deems necessary to preserve the value and receive the benefits of the Collateral; (iii) exercise any and all rights and remedies of Debtor under, in connection with, or otherwise in respect of, such Collateral, including the completion and filing of the IP Assignment; and (iv) license such Collateral or any part thereof. Upon the occurrence and during the continuance of an Event of Default, Secured Party may, so far as Debtor can give authority therefor, enter upon any premises on which the Collateral or any part thereof may be situated and take possession of and remove the same therefrom. Secured Party may require Debtor to make

the Collateral available to Secured Party at a place to be designated by Secured Party that is reasonably convenient to both parties.

14.2. Debtor further agrees that, in the event of any disposition of the Collateral upon the occurrence and during the continuance of an Event of Default, Debtor will duly execute, acknowledge and deliver all documents necessary or advisable to record title to the Collateral in any transferee or transferees thereof, including, without limitation, valid, recordable assignments of registrations and/or applications for registration of all Trademarks, Copyrights, Patents and Trade Secrets. Debtor hereby irrevocably appoints Secured Party as its attorney in fact, with full power of substitution, to execute, deliver, and record such documents in Debtor's behalf upon the occurrence and during the continuance of an Event of Default,. For the purposes of enabling Secured Party to exercise its rights and remedies upon the occurrence and during the continuance of an Event of Default, Debtor hereby grants to Secured Party an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to Debtor) to use, assign, license or sublicense any of the Collateral, now owned or hereafter acquired by Debtor, and wherever the same may be located.

14.3. The net proceeds arising from the disposition of the Collateral after deducting expenses incurred by Secured Party will be applied to the Obligations in the order determined by Secured Party. If any excess remains after the discharge of all of the Obligations, the same will be paid to Debtor or as required by law. If after exhausting all of the Collateral, there should be a deficiency, Debtor will be liable therefor to Secured Party; provided, however, that nothing contained herein will obligate Secured Party to proceed against the Collateral prior to making a claim against Debtor or any other party obligated under the Obligations or prior to proceeding against any other collateral for the Obligations.

14.4. Whenever notice is required by law to be sent by Secured Party to Debtor of any sale, lease or other disposition of the Collateral, five days written notice sent to Debtor's address set forth herein for notices will be reasonable.

14.5. The rights and remedies provided herein are cumulative and are not exclusive of any other rights or remedies provided by applicable law.

15. **Enforcement Actions.** To the extent permitted by applicable law, Secured Party may, but will in no way be obligated to, bring suit in its own name to enforce the Collateral and any license thereunder. If Secured Party elects to bring any such suit in its own name, Debtor will at the reasonable request of Secured Party do any and all lawful acts and execute any and all proper documents reasonably required by Secured Party in aid of such enforcement, including but not limited to joining with Secured Party in the commencement and maintenance of such suit, and agreeing to be named as a party therein, and Debtor will promptly, upon demand, reimburse and indemnify Secured Party for all reasonable costs and expenses incurred by Secured Party in the exercise of its rights under this Section.

16. **Secured Party's Duties.** The powers conferred on Secured Party hereunder are solely to protect the interest of Secured Party in the Collateral, and will not impose any duty upon Secured Party to exercise any such powers. Except for the same custody of any Collateral in Secured Party's possession and the accounting for moneys actually received by Secured Party hereunder, Secured Party will have no duty as to any Collateral or as to the taking of any necessary steps to preserve

rights against other parties or any other rights pertaining to any Collateral. Secured Party will be deemed to have exercised reasonable care in the custody and preservation of the Collateral in its possession if such Collateral is accorded treatment substantially equal to that which Secured Party accords its own similar property.

17. **Obligations, Indemnifications, and Expenses.** If Debtor fails to comply with any of its obligations hereunder, Secured Party may, but will not be obligated to, do so at the expense of Debtor. To the extent that Secured Party incurs any reasonable costs or expenses in protecting or enforcing its rights in the Collateral or observing or performing any of the conditions or obligations of Debtor hereunder, including but not limited to reasonable attorneys' fees and the costs and expenses of litigation, such costs and expenses will be due on demand, will be included in the indebtedness secured hereby and will bear interest from the incurring or payment thereof at the highest Default Rate as defined in any of the Obligations. Debtor will indemnify and hold Secured Party harmless against (a) all reasonable expenses, liabilities, losses and damages that Secured Party may incur under the Collateral or under or by reason of this Agreement, and (b) all claims and demands whatsoever that may be asserted against Secured Party by reason of this Agreement or any act of Secured Party under this Agreement or under any of the Collateral.
18. **Secured Party's Power of Attorney.** Debtor hereby irrevocably constitutes and appoints Secured Party, and any officer thereof, with full power of substitution, as its true and lawful attorney-in-fact (exercisable only during the continuance of an Event of Default) with full irrevocable power and authority in the place and stead of Debtor or in its name, from time to time in Secured Party's discretion for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement and, without limiting the generality of the foregoing, Debtor hereby gives Secured Party the power and right, on behalf of Debtor, during the continuance of an Event of Default, and without notice to or assert by Debtor, to do the following:
- 18.1. to receive payment of, endorse, and receipt for, any and all monies, claims and other amounts due and to become due at any time in respect of or arising out of the Collateral;
 - 18.2. to commence and prosecute any suits, actions or proceeding at law or in equity in any court of competent jurisdiction to collect any of the Collateral and to enforce any other right in respect of the Collateral;
 - 18.3. to settle, compromise or adjust any suit, action or proceeding described above, and, in connection therewith, to give such discharges or releases as Secured Party may deem appropriate;
 - 18.4. to execute, in connection with the sale provided for in Section 14 hereof, any endorsement, assignments or other instruments of conveyance or transfer with respect to the Collateral; and
 - 18.5. generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though Secured Party were the absolute owner thereof for all purposes, and to do, at Secured Party's option, at any time, or from time to time, all acts and things which Secured Party deems necessary to protect or

preserve the Collateral and Secured Party's security interest and rights therein in order to effect the intent of this Agreement, all as fully and effectively as Debtor might do.

19. This power of attorney is a power coupled with an interest, will be irrevocable and will terminate only upon payment in full of the Obligations (other than indemnification obligations not due and payable) and the termination of all financing arrangements relating thereto and this Agreement. The powers conferred upon Secured Party hereunder are solely to protect Secured Party's interests in the Collateral and will not impose any duty upon it to exercise any such powers. Secured Party will have no obligation to preserve any rights of any third parties in the Collateral or to perform any duties or obligations of any Debtor under or with respect to any of the Collateral. Secured Party will be accountable only for amounts that it actually receives as a result of the exercise of such powers, and neither it, any of its affiliates nor any of its agents will be responsible to Debtor for any action taken or omitted to be taken in good faith or in reliance on the advice of counsel except for its own gross negligence or willful misconduct.

20. General.

20.1. **Waiver.** No delay or omission on the part of Secured Party to exercise any right or power arising from any default or Event of Default will impair any such right or power or be considered a waiver of any such right or power or a waiver of any such default or Event of Default or an acquiescence therein nor will the action or non-action of Secured Party in case of such Default or Event of Default impair any right or power arising as a result thereof or affect any subsequent default or any other default of the same or a different nature.

20.2. **Notices.** All notices, demands, requests, consents, approvals and other communications required hereunder will be in writing and will be conclusively deemed to have been received by a party hereto and to be effective on the day on which delivered personally to such party, or sent by telex, telecopy (followed by written confirmation) or other telegraphic means, or by overnight courier service, or by certified or registered mail, return receipt requested, postage prepaid, addressed to such party at the address set forth below or to such other address as any party may give to the other in writing for such purpose:

To Secured Party: U.S. Bank National Association

425 Walnut Street
Cincinnati, Ohio 45202
Attn: Mr. David Cardell
Facsimile: 513-651-2068

With copy to: U.S. Bank National Association
425 Walnut Street
Cincinnati, Ohio 45202
Attn: Global Services Division,
Letter of Credit Department
Facsimile No. 513-651-2068

and

R. Jeffrey Schlosser, Esq.
Frost Brown Todd LLC
2200 PNC Center
201 East Fifth Street
Cincinnati, Ohio 45202
Facsimile No.: 513-651-6981

To Debtor: In-Veyor, LLC
10901 Kenwood Road
Cincinnati, Ohio 45242
Attn: Christopher C. Cole
Facsimile No.: 513-936-7315

With copy to:

Gryphon Partners II, L.P.
One Embarcadero Center Suite 2750
San Francisco, CA 94111
Attn: Kurtis J. Kaull
Facsimile No.: 415-217-7447

and

Kirkland & Ellis
200 East Randolph Drive
Chicago, IL 60601
Attn: Jeffrey C. Hammes and Linda K. Myers
Facsimile No.: 312-861-2200

and

Kirkland & Ellis
655 Fifteenth Street, N.W.
Washington, D.C. 20005
Attn: Robert G. Marks
Facsimile No.: 202-879-5200

All such communications, if personally delivered, will be conclusively deemed to have been received by a party hereto and to be effective when so delivered, or if sent by telex, telecopy or telegraphic means, on the day on which transmitted, or if sent by overnight courier service, on the day after deposit thereof with such service, or if sent by certified or registered mail, on the third business day after the day on which deposited in the mail.

- 20.3. Successors and Assigns.** This Agreement will be binding upon and inure to the benefit of Debtor and Secured Party and their respective successors and assigns, provided, however, that Debtor may not assign this Agreement in whole or in part without the prior written consent of Secured Party and provided, further, that Secured Party may not prior to the occurrence of an Event of Default assign this Agreement in whole or in part to any person

(other than an affiliate of Secured Party). All references herein to the "Debtor" and "Secured Party" will be deemed to apply to Debtor and Secured Party and their respective heirs, administrators, successors and assigns.

- 20.4. Modifications.** No modification or waiver of any provision of this Agreement nor consent to any departure by Debtor therefrom, will be established by conduct, custom, or course of dealing; and no modification, waiver or consent will in any event be effective unless the same is in writing and specifically refers to this Agreement, and then such waiver or consent will be effective only in the specific instance and for the purpose for which given. No notice to or demand on Debtor in any case will entitle Debtor to any other or further notice or demand in the same, similar or other circumstance.
- 20.5. Joint and Several Obligations.** If this Security Agreement is executed by one or more person or entity as the "Debtor," the obligations of such persons or entities will be joint and several. Unless otherwise specified herein, any reference to "Debtor" will mean each such person or entity executing this Security Agreement individually and all of such persons or entities collectively.
- 20.6. Illegality.** If fulfillment of any provision hereof or any transaction related hereto or of any provision of this Agreement, at the time performance of such provision is due, involves transcending the limit of validity prescribed by law, then ipso facto, the obligation to be fulfilled will be reduced to the limit of such validity.
- 20.7. Gender, etc.** Whenever used herein, the singular number will include the plural, the plural the singular and the use of the masculine, feminine or neuter gender will include all genders.
- 20.8. Headings.** The headings in this Agreement are for convenience only and will not limit or otherwise affect any of the terms hereof.
- 20.9. Counterparts.** This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed will be deemed to be an original and all of which taken together will constitute one and the same agreement. Any party so executing this Agreement by facsimile transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission.
- 20.10. Definitions.** Capitalized terms used herein and not otherwise defined will be given the definitions set forth in the Uniform Commercial Code in force and effect in the State indicated in the Governing Law section of this Agreement
- 20.11. Governing Law.** This Agreement has been delivered and accepted at and will be deemed to have been made at Cincinnati, Ohio and will be interpreted and the rights and liabilities of the parties hereto determined in accordance with the laws of the State of Ohio, without regard to conflicts of law principles.
- 20.12. Jurisdiction.** Debtor hereby irrevocably agrees and submits to the exclusive jurisdiction of any state or federal court located within Hamilton County, Ohio, or, at the option of Secured Party in its sole discretion, of any state or federal court(s) located within any other county, state or jurisdiction in which Secured Party at any time or from time to time

chooses in its sole discretion to bring an action or otherwise exercise a right or remedy, and Debtor waives any objection based on forum non conveniens and any objection to venue of any such action or proceeding.

20.13. **Waiver of Jury Trial.** The parties hereto each waive any right to trial by jury in any action or proceeding relating to this Agreement, the Obligations, the Collateral, or any actual or proposed transaction or other matter contemplated in or relating to any of the foregoing.

20.14. **Termination.** This Intellectual Property Security Agreement shall terminate once all of the Obligations (other than indemnification obligations not due and payable) have been fully paid, and the Secured Party shall execute such agreements and documents and take such other actions reasonably requested by the Debtor to release any and all security interests granted hereby and to evidence the release of such security interests.

Signed on February 15, 2002.

DEBTOR:

IN-VEYOR, LLC

By: 

Print Name: Christopher C. Cole

Title: CEO

SECURED PARTY:

U.S. BANK NATIONAL ASSOCIATION


By: 

Print Name: David L. Cole

Title: S. Vice President


STATE OF OHIO)
) SS.
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this 15th day of February, 2002 by David Cardell, the duly authorized Senior Vice President of U.S. Bank National Association, a national banking association, on behalf of the association.

Notary  My commission expires: Public
ROBERT JEFFREY SCHLOSSER
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration
Section 147.03 R.C.

STATE OF OHIO)
) SS.
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this 15th day of February, 2002 by David Cardell, the duly authorized Member of In-Veyor, LLC, a Delaware limited liability company, on behalf of the limited liability company.

Notary  My commission expires: Public
ROBERT JEFFREY SCHLOSSER
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration
Section 147.03 R.C.

SCHEDULE A

Trademarks

Issued:

Country
USA

Registration No.
1,687,565

Issue Date
May 19, 1992

Mark
Versa Corporation

Pending:

Country

Serial No.

Filing Date

Mark

None.

SCHEDULE B

Patents

Issued:

Country	Patent No.	Issue Date
USA	4600093 ¹	7/15/86
USA	4792034 ¹	12/20/88
USA	4798275 ¹	1/17/89

¹Exclusive license agreement for Patent Numbers 4,600,093, 4,792,034 and 4,798,285 has been granted to Arrowhead's purchaser. Arrowhead Acquisition Partners, LLC recorded a security interest on 11/16/98 to Finova Capital Corporation for Patent Numbers 4,600,093 and 4,798,275.

Pending:

Country	Serial No.	Filing Date
USA	60/267,582	2/9/01

Patent and Know How License Agreement, dated February 21, 1991, between Versa Corporation and Hokusho Co., Ltd.

SCHEDULE C

Copyrights

Copyright No.

Country

None.

Pending

Country

None.

TRADEMARK

REEL: 002463 FRAME: 0624

EXHIBIT A

ASSIGNMENT OF PATENTS, TRADEMARKS, COPYRIGHTS, TRADE SECRETS, AND LICENSES

THIS ASSIGNMENT OF PATENTS, TRADEMARKS, COPYRIGHTS, TRADE SECRETS, AND LICENSES (this "Agreement") is made as of _____, _____ by _____ ("Debtor") in favor of _____ ("Secured Party"). All capitalized terms used but not otherwise defined herein shall have the respective meanings assigned thereto in the Loan Agreement.

1. Recitals.

- 1.1 Secured Party and Debtor have entered into that certain Loan Agreement dated as of _____, 200_ (as from time to time amended, modified, supplemented, restated, amended and restated, substituted, refinanced or replaced, the "Loan Agreement").
- 1.2 Debtor has entered into an Intellectual Property Security Agreement (the "IP Security Agreement") dated as of _____, 200_ pursuant to which Debtor has granted to Secured Party a security interest in the Patents, Trademarks, Copyrights and Trade Secrets as such terms are defined therein (and subject to the terms therein) to secure the Obligations (as defined in the IP Security Agreement) and the other Loan Documents.
- 1.3 Debtor (a) is the owner of the Trademarks and the registrations of and pending registration applications for such Trademarks in the United States Patent and Trademark Office as set forth on Schedule A thereto; (b) is the owner of the Patents as set forth on Schedule B to the IP Security Agreement; and (c) is the owner of the Copyrights set forth on Schedule C thereto; (the Patents, Trademarks, Copyrights and Trade Secrets will be collectively referred to as the "Collateral").
- 1.4 Secured Party desires to acquire the Collateral and the registrations thereof and registration applications therefor, as applicable, in connection with the exercise of its remedies after the occurrence of an Event of Default under the Loan Agreement.

2. Agreement.

- 2.1 For good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby assign, sell and transfer unto Secured Party all right, title and interest in and to the Collateral, together with (i) the registrations of and registration applications therefor, and/or issued patents and applications therefor, as applicable, (ii) the goodwill of the business symbolized by and associated with the Trademarks and the registrations thereof, (iii) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Patents, Trademarks, Copyrights, Trade Secrets, or the registrations thereof or such associated goodwill, and (iv) all rights of each Debtor to enforce all licenses related thereto.
- 2.2 Debtor hereby grants to Secured Party, and notice is hereby given that each Debtor has granted to Secured Party, a first priority security interest in the Collateral to secure the

payment and performance in full of all Obligations (as defined in the Loan Agreement) and all obligations of Debtor under the IP Security Agreement and any other Loan Documents.

- 2.3 This Assignment is intended to and shall take effect as a sealed instrument at such time as Secured Party will complete this instrument by signing its acceptance of this Assignment below.

Signature page follows.

IN WITNESS WHEREOF, the parties have duly executed this Assignment of Patents,
Trademarks, Copyrights and Trade Secrets on the day and year first written above.

DEBTOR:

[Name of Debtor]

By:_____

Name:_____

Title:_____

The foregoing assignment of the Collateral and the registrations thereof and registration applications therefor by Debtor is hereby accepted as of the _____ day of _____, _____.

_____,
Secured Party

By: _____
Name: _____
Title: _____

EXHIBIT B

INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "Supplement") dated as of _____, _____, is made by and between _____, _____ ("Debtor"), and _____ ("Secured Party") now or hereafter party to the Loan Agreement dated as of ___, 200__ among Debtor and Secured Party (as from time to time amended, modified, supplemented, restated, amended and restated, substituted, refinanced or replaced, the "Loan Agreement"). All capitalized terms used but not otherwise defined herein shall have the respective meanings assigned thereto in the Intellectual Property Security Agreement (as defined below).

1. **Recitals.**

- 1.1 Debtor is required under the terms of the Loan Agreement and that certain Intellectual Property Security Agreement dated as of _____, 200__ by Debtor in favor of Secured Party (as from time to time amended, modified, supplemented, restated, amended and restated, substituted, refinanced or replaced, the "IP Security Agreement") to cause certain intellectual property owned by it and listed on Schedules I, II, and III to this Supplement (the "Additional Collateral") to become subject to the IP Security Agreement.
- 1.2 A material part of the consideration given in connection with and as an inducement to the execution and delivery of the Loan Agreement by Secured Party was the obligation of Debtor to grant a security interest in the assets described herein to Secured Party, whether then owned and not required to be subject to a pledge or subsequently acquired or created.
- 1.3 Secured Party has required Debtor to grant to Secured Party a security interest in the Additional Collateral in accordance with the terms of the Loan Agreement and the IP Security Agreement.

2. **Agreement.** Debtor hereby agrees as follows with Secured Party:

- 2.1 Debtor hereby affirms and acknowledges the grant of security interest in the Additional Collateral contained in the IP Security Agreement and hereby grants to Secured Party a first priority lien and security interest in the Additional Collateral listed on Schedules I, II and III and all proceeds thereof.
- 2.2 Debtor hereby acknowledges, agrees and confirms that, by its execution of this Supplement, the Additional Collateral constitute "Collateral" under and is subject to the IP Security Agreement. Each of the representations and warranties with respect to Collateral contained in the IP Security Agreement is hereby made by Debtor with respect to the Additional Collateral. Revised Schedules I, II and III to the IP Security Agreement reflecting the Additional Collateral are being delivered herewith to Secured Party.

Debtor has caused this Supplement to be duly executed by its authorized officer as of the day and year first above written.

Debtor

By: _____
Name: _____
Title: _____

Acknowledged and accepted:

Secured Party

By: _____
Name: _____
Title: _____

SCHEDULE I

Patents and Patent Applications

SCHEDULE III

Copyrights