FORM PTO-1594 (Modified) (Rev. 6-93)	. 07-18	-2003	Docket No.:	
OMB No. 0651-0011 (exp. 1/94) Copyright 1994-97 LegalS:ar			40645-7	
TM05/REV03 Tab settings → → ▼			▼ ,	▼
To the Honorable Commissioner of Pater	••••		I documents or copy t	<u> </u>
1. Name of conveying party(ies):		2. Name and address of receivin		
E.S. Robbins Corporation	-16-03		3 p = 17 (1.0.07).	
Centaur HTP Northeast Fencing System	s, Inc.	Name: <u>Union Planters Bank</u> ,	National Association	
E.S. Robbins, III and Mary L. Robbins		Internal Address:		
☑ Individual(s)	Association	Street Address: 255 Grant St	reet SE	
☐ General Partnership ☐	Limited Partnership	City: <u>Decatur</u>	State: AT ZID:	25601
☑ Corporation-State Alabama		·		
Other		☐ Individual(s) citizenship		
Additional names(s) of conveying party(ies)	☐ Yes 🏻 No	☐ Association		
3. Nature of conveyance:		General Partnership		
•	Merger	☐ Limited Partnership☐ Corporation-State		
-	Change of Name	○ Other <u>A national banking</u>		
Other	-	If assignee is not domiciled in the Uni		
		designation is	☐ Yes ☐ N	
Execution Date: April 1, 2002		(Designations must be a separate doo Additional name(s) & address(es)		
4. Application number(s) or registration number. A. Trademark Application No.(s) 5. Name and address of party to whom cor.	Additional numbers	B. Trademark Regist 1449264 1460606 1448134 2080099 1504583 2076394	1691569 1482139 2120312	63
concerning document should be mailed: Name: Russell Carter Gache, Esq.		registrations involved:		
Internal Address: Sirote & Permutt, P.G	3.			
		☐ Enclosed		
		Authorized to be charged to	to deposit account	
Street Address: 2311 Highland Avenue	South	8. Deposit account number:		14 70 10 10 10
		501346	77 8	-
	AL ZIP: <u>35205</u>			eriore eriore eriore
07/17/2003 LMUELLER 00000101 1449254	DO NOT	USE THIS SPACE		
01 FC:4521 40.00 0P 02 FC:4522 1550.00 0P			7: 53 TION	DECOND
9. Statement and signature. To the best of my knowledge and belief, of the original document. Russell Carter Gache, Esq.	the foregoing informa	400	tached copy is a true	сору
Name of Person Signing	and an after the state of	Signature TRAD	Date EN RK	
Total ni	umber of pages including	cover sneet, attachments, and	FRAME: 0451	

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

Continuation Page 2

Docket No. 040645-00007

4. Trademark Registration No.(s) continued:

A. <u>Trademark Application No.</u>

75/485557 76/084335 76/220248 75/716421 75/859363 76/040885 76/084725 76/202107 76/202108 76/240549 76/266263 76/283122 76/275780 76/312294 76/312295 76/312435 76/335751 76/340427 76/334307 76/363547 76/368154 76/381614 76/366174 76/365154 76/315013 76/315740

B. <u>Trademark Registration No.</u>

2120311	1507611	1987696	
2120313	1525885	1414240	
2077926	1891189	1564722	
2412785	1879234	1489351	
2491142	1991552	2383839	
1208608	1126217	2182831	
1213335	1089707	2170362	
1223790	2425394	1463182	
1237362	2121661	1397725	

TRADEMARK REEL: 002774 FRAME: 0452

1145503

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Agreement"), dated and effective as of April 1, 2002 (the "Effective Date"), is executed by E. S. ROBBINS CORPORATION, an Alabama corporation, CENTAUR HTP NORTHEAST FENCING SYSTEMS, INC., an Alabama corporation (collectively, the "Borrowers"), E. S. ROBBINS, III and MARY L. ROBBINS (E. S. Robbins and Mary L. Robbins, together with the Borrowers, being the "Grantors"), in favor of UNION PLANTERS BANK, NATIONAL ASSOCIATION, a national banking association (the "Bank"), with reference to the following facts:

Preliminary Statements

- A. The Bank and the Borrowers have entered into a Credit Agreement dated as of April 1, 2002, as amended by the First Amendment to Credit Agreement dated as of even date herewith (as so amended and as it may be further amended, extended, restated or otherwise modified from time to time, the "Credit Agreement").
- B. The Credit Agreement provides at Sections 3.01(d) and 3.01(e) that the Bank's obligation to make advances to the Borrowers thereunder is conditioned, inter alia, on execution and delivery by the Obligors of a Trademark and Service Mark Assignment (the "<u>Trademark Assignment</u>") and a Patent Assignment (the "<u>Patent Assignment</u>," and together with the Trademark Assignment, the "<u>Original Assignments</u>") in substantially the forms of Exhibits F and G to the Credit Agreement as originally executed, which Original Assignments were intended to create a collateral security interest in the intellectual property covered thereby. The Original Assignments were executed and delivered to the Bank by the Obligors and were recorded in the United States Patent and Trademark Office on May 23, 2002, and May 1, 2002, respectively.
- C. The parties have determined that (i) the form of each of the Original Assignments was incorrect in that each such form contains language suggesting a full assignment of title to, rather than a collateral assignment of, the intellectual property covered thereby, and (b) execution thereof by the Grantors constituted a mistake of law and fact in that the Original Assignments did not accomplish the purpose for which they were intended.
- D. Having discovered such mistake, to properly evidence the intention of the parties, the Bank and the Grantors have mutually agreed to void the Original Assignments *ab initio* and to replace the Original Assignments with this Intellectual Property Security Agreement (the "Security Agreement") granting to the Bank a collateral security interest in the intellectual property covered by the Original Assignments, *nunc pro tunc* as of April 1, 2002.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree as follows:

- 1. <u>Defined Terms</u>. All capitalized terms used but not otherwise defined herein shall have the meanings given to such terms in the Credit Agreement.
- 2. <u>Grant of Security Interest.</u> Each Grantor hereby grants to the Bank, nunc pro tunc as of the Effective Date, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (the "<u>Collateral</u>"):

- (a) all of its patents and patent applications referred to on Schedule I (the "Patents") hereto;
- (b) all reissues, continuations, extensions and renewals of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Patent;
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Patent or (ii) injury to the goodwill associated with any Patent;
- (e) all of its trademarks, trademark applications and registrations of the trademarks (the "Trademarks") referred to on Schedule II attached hereto;
- (f) all trademarks and trademark registrations hereafter adopted or acquired and used which are based upon or derived from the Trademarks or any variations thereof, whether in the United States or any foreign country (the "Future Trademarks");
 - (g) all extensions, renewals, and continuations of the Trademarks and the Future Trademarks;
- (h) all rights to sue for past, present, and future infringements of the Trademarks and Future Trademarks; and
 - (i) all products and proceeds of the foregoing.
- 3. Obligations of Grantors. Each Grantor agrees that it will perform and discharge and remain liable for all its covenants, duties, and obligations arising in connection with the Collateral and any licenses and agreements related thereto. The Bank shall have no obligation or liability in connection with the Collateral or any licenses or agreements relating thereto by reason of this Agreement or any payment received by the Bank relating to the Collateral, nor shall the Bank be required to perform any covenant, duty, or obligation of the Grantors or any of them arising in connection with the Collateral or any license or agreement or other agreement related thereto, or to take any other action regarding the Collateral or any such licenses or agreements.
- 4. Representations and Warranties of Grantors. Each Grantor represents and warrants to the Bank that the Grantors are all of the owners of, and have good, indefeasible, and merchantable title to, all of the Collateral; none of the Collateral is subject to any mortgage, pledge, lien, security interest, lease, charge, license, or encumbrance other than a security interest in favor of the Bank; and, upon the filing of this Agreement in the United States Patent and Trademark Office, this Agreement will create a legal and valid first priority perfected and continuing lien on and security interest in the Collateral, enforceable against the Grantors and all third parties, subject to no other mortgage, lien, charge, encumbrance, or security or other interest.
- 5. <u>Covenants</u>. Each Grantor will maintain the Collateral now under its control, defend the Collateral against the claims of all persons, partnerships, corporations, or other entities, and maintain and renew all registrations of the Collateral in such a way as to protect the value of the Collateral. Without limiting the generality of the foregoing, no Grantor will permit the infringement or abandonment or termination or the expiration prior to the end of the maximum statutory term and any renewals, maintenance and extensions thereof provided by applicable law of any registration of any of the Patents, Trademarks or

2

Future Trademarks without the prior written consent of the Bank or unless reasonably necessary to carry out the general day-to-day operations as customary in the business of the Grantors.

- 6. Revocation of Original Assignments. The parties agree that the Original Assignments were entered into for the sole purpose of creating a security interest in the intellectual property covered thereby for the benefit of the Bank; that the parties never intended to a present assignment of such intellectual property to the Bank but rather a security interest, as is created herein; that only because of a mistake as to law and fact did the parties execute the Original Assignments; that the Original Assignments are void ab initio for reasons related to such mistakes and are replaced by this Agreement; and that no right, title or interest in the Collateral was assigned, transferred or otherwise set over unto the Bank pursuant to the Original Assignments other than a collateral security interest therein. By affixing its signature hereto, the Bank hereby concurs in such agreement.
- 7. Events of Enforcement of Original Assignments. In the event the Original Assignments, or any portions thereof, are determined to be valid or enforceable, for whatever reason, by a Court or otherwise, and the Original Assignments thereby given effect, the Bank hereby sells, assigns, transfers and sets over nunc pro tune as of the Effective Date back unto each respective Grantor and its successors, assigns and legal representatives all right, title and interest in the Collateral (other than a collateral security interest) otherwise purportedly conveyed to the Bank under the Original Assignments. Further, in such event, the parties agree that the Original Assignments have not been breached by any act or omission of any Grantor including, but not limited to, any alleged breach arising out of the licensing, sublicensing or abandonment of, or failure to maintain, enforce or prosecute an application for, any of the Collateral.
- 8. <u>Use Prior to Default</u>. Unless and until an Event of Default under and as defined in the Credit Agreement shall occur and be continuing, each Grantor shall retain the legal and equitable title to the Collateral now under its control and shall have the right to use the Collateral in the ordinary course of its business, subject to the terms and covenants of the Credit Agreement and this Agreement.
- Remedies. Upon the occurrence and during the continuance of any Event of Default under 9. the Credit Agreement, the Bank shall have all the rights and remedies granted in such event by the Credit Agreement, which rights and remedies are specifically incorporated herein by reference and made a part hereof. The Bank in such event may also collect directly any payments due to the Grantors or any of them in respect of the Collateral and may sell, license, lease, assign, or otherwise dispose of the Collateral in the manner set forth in the Credit Agreement with respect to the disposition of the Collateral as defined in the Credit Agreement. Each Grantor agrees that, in the event of any disposition of the Collateral upon any such Event of Default, it will duly execute, acknowledge, and deliver all documents necessary or advisable to record title to the Collateral now under its control in any transferee or transferees thereof, including without limitation valid, recordable assignments of the Patents, Trademarks and Future Trademarks; provided, however, that any transferee of the Trademarks or Future Trademarks shall be an entity which uses the Trademark and Future Trademarks upon goods or in connection with the rendering of services such as the goods on which and the services in connection with which the Trademarks and Future Trademarks are currently used by the respective Grantor. In the event any Grantor fails or refuses to execute and deliver such documents, each Grantor hereby irrevocably appoints the Bank as its attorney-in-fact, with power of substitution, to execute, deliver, and record any such documents on such Grantor's behalf. For the purpose of enabling the Bank to exercise rights and remedies upon any such Event of Default, each Grantor hereby grants to the Bank an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to the Grantors) to use, assign, license, or sublicense any of the Collateral, now owned or hereafter acquired by the Grantors, and wherever the same may be located.

3

- Remedies Cumulative. The rights and remedies provided herein are cumulative and not exclusive of any other rights or remedies of a secured party provided by law. The rights and remedies provided herein are intended to be in addition to and not in substitution of the rights and remedies provided by the Credit Agreement or any other agreement or instrument delivered in connection therewith.
- This Agreement may not be modified, supplemented, or amended, 11. Amendment; Waiver. or any of its provisions waived at the request of the Grantors, without the prior written consent of the Bank.
- No Waiver. No course of dealing between or among any parties to this Agreement or any failure or delay on the part of any such party in exercising any rights or remedies hereunder shall operate as a waiver of any rights or remedies of such party or any other party and no single or partial exercise of any rights or remedies hereunder shall operate as a waiver or preclude the exercise of any other rights or remedies of such party or any other party. No waiver by the Bank of any breach or default by any Grantor shall be deemed a waiver of any other previous breach or default or of any breach or default occurring thereafter.
- 13. Assignment. The provisions of this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto; provided, however, that no interest herein or in or to the Collateral may be assigned by a Grantor without the prior written consent of the Bank.
- 14. Severability. If any clause or provision of this Agreement shall be held invalid or unenforceable, in whole or in part, in any jurisdiction, such invalidity or unenforceability shall attach only to such clause or provision, or part thereof, and shall not in any manner affect any other clause or provision in any jurisdiction.
- Notices. All notices, requests and demands to or upon Grantors or the Bank under this 15. Agreement shall be given in the manner prescribed by Section 7.02 of the Credit Agreement.
- 16. Governing Law. All acts and transactions hereunder and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the domestic laws of the State of Alabama.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

"Grantors":

E. S.	ROBBIX	KS & 91	RPORA	ZAON, a	n Alabama	corporation
By:	7U.	Vo	KH	ST. IT	_	corporation
Title:	P	resid.	eNT			

CENTAUR HTP NORTHEAST FENCING SYSTEMS, INC., an Alabama corporation

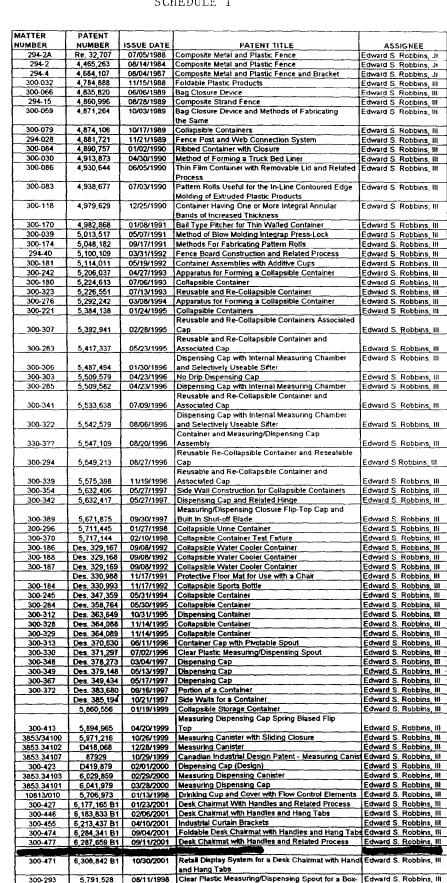
By: Title:

1	Mary Low Poblisid (Seal)
ΊAΙ	RYL/ROBBINS
The	"Bank" (as to Section 6 only):
UNI By:_ Fitle	ENTERS PANK, NATIONAL ASSOCIATION ENTERS PANK, NATIONAL ASSOCIATION UNCLE VICE VICE VICE VICE VICE VICE VICE VIC
	TE OF ALABAMA) bert COUNTY)
COL	
knov	I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Robbins, III and Mary L. Robbins, whose names are signed to the foregoing instrument and who are vn to me, acknowledged before the undersigned on this day, that, being informed of the contents of the instrument, they executed the same voluntarily.
	GIVEN under my hand and seal, this 4th day of mau 2003.
[NC	MARIAL SEAL] What I will to the search of
STA	TE OF ALABAMA)
	beet county)
and instr cont	I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Robbins, III, whose name as President of each of E. S. Robbins Corporation, an Alabama corporation, Centaur HTP Northeast Fencing Systems, Inc., an Alabama corporation, is signed to the foregoing ument and who is known to me, acknowledged before me on this day, that, being informed of the ents of the said instrument, he, as such officer and with full authority, executed the same voluntarily for as the act of said corporations.
	GIVEN under my hand and seal, this 4th day of 2003.
[NC	Notary Public My Commission Expires 8/18/04
	My Commission Expires 8/18/04

5

STATE OF ALABAMA)	
<u>COUNTY</u>)	
I, the undersigned authority, a Notary Public in an Public Hamber, whose name as Vice to Association, is signed to the foregoing instrument and who day, that, being informed of the contents of the said instruence and the same voluntarily for and as the act of said a	o is known to me, acknowledged before me on this iment, s/he, as such officer and with full authority,
GIVEN under my hand and seal, this 33 day	of June . 2003.
[NOTARIAL SEAL]	Notary Public My Commission Expires 10/08/05
	My Commission Expires 10/08/105

INTELLECTUALPROPERTYSETTLEMENTAGREEMENT.wpd



like Container

Measuring Cap with a Measuring Spout

04/24/2002

10813/005

3853.29250

5,667,106

09/16/1997 5,518,152 05/21/1996 Measuring Canister

> TRADEMARK REEL: 002774 FRAME: 0459

Edward S. Robbins, III

Edward S. Robbins, III

SCHEDOLE II

ACTIVE U.S. TRADEMARKS

294-7	& TATAC	C	1 449 264	72/644 752	17/1	E C Dobbing Com
		۲		13/014/132	LIVE	
	CENTAUR	α	1,448,134	73/614,754	LIVE	E S Robbins Corp.
294-8	CENTAUR HIGH-TENSILE POLYMER	œ	1,504,583	73/614,755	LIVE	E S Robbins Corp.
294-9	CENTAUR HIGH-TENSILE POLYMER FENCE	В	1,460,606	73/614,753	LIVE	E S Robbins Corp.
294-61	dТН	æ	2,080,099	75/017,664	LIVE	E S Robbins Corp.
294-11	SPUR	æ	2,076,394	75/023,248	LIVE	E S Robbins Corp.
	SPUR	α	1,691,569		LIVE	E S Robbins Corp.
294-16	CENTAUR HTP	Я	1,482,139	73/667,700	LIVE	E S Robbins Corp.
294-52	POLYCHARGE	Я	2,120,312	75/005,652		E S Robbins Corp.
294-55	POLYSITE	æ	2,120,311	75/408,486		E S Robbins Corp.
294-59	POLYSTEEL	Ж	2,120,313	75/005,654	LIVE	E S Robbins Corp.
294-60	POLYSAFE	Я	2,077,926	75/677,812	LIVE	E S Robbins Corp.
294-66	THE HORSE FRIENDLY FENCE	α	2,412,785	75/408,486	LIVE	E S Robbins Corp.
294-69	FENCE DIRECT	TM		75/485,557	LIVE	E S Robbins Corp.
294-71	POLYSTRAND	Я	2,491,142	75/603,081	LIVE	E S Robbins Corp.
294-74	POLYPLUS	ΤM		76/084,335	LIVE	E S Robbins Corp.
294-77	AG-FLEX	TM		76/220,248	FILED	E S Robbins Corp.
300-16	CONCOURSE	ď	1,208,608	73/305,827	LIVE	E S Robbins Corp.
300-17	EMBERMAT	Я	1,213,335	73/305,825	LIVE	E S Robbins Corp.
300-18	ANCHOR STRIP	Ж	1,223,790	73/305,826	LIVE	E S Robbins Corp.
300-19	ANCHORSTAT	Я	1,237,362	73/306,046	LIVE	E S Robbins Corp.
300-20	TRANS-STAT	ď	1,397,725	73/566,076	LIVE	E S Robbins Corp.
300-21	ARMOR-SEAL	В	1,414,240	73/576,631	LIVE	E S Robbins Corp.
300-42	FOLD-A-MAT	R	1,564,722	73/732,981	LIVE	E S Robbins Corp.
300-55	CLEAR-FLEX	R	1,489,351	73/686,948	LIVE	E S Robbins Corp.
300-56	SCRATCH GUARD	Я	1,507,611	SUPPLEMENTAL	LIVE	E S Robbins Corp.
300-69	CRYSTAL EDGE	Я	1,525,885	73/736,398	LIVE	E S Robbins Corp.
300-236	BEVELED-EDGE	Я	1,891,189	74/225,565	LIVE	
300-275	POP-TITE	Я	1,879,234	74/379,337	LIVE	E S Robbins Corp.
300-304	KLEER MEASURE	В	1,991,552	74/443,051	LIVE	E S Robbins Corp.
300-331	INTERVINLYS	Я	1,126,217	73/180,192	LIVE	
300-333	* KLEERSTRIP	Я	1,089,707	73/118,660	LIVE	E S Robbins Corp.
300-358	SWEET SHOT	ď	2,425,394	74/731,863	LIVE	
300-405	SAFE/VUE	ΨL		75/716,421	LIVE	E S Robbins Corp.
300-409	IMPACDOR	œ	2,121,661	75/217,622	LIVE	E S Robbins Corp.
300-412	ANCHORMAT	œ	1,145,503	75/217,662	LIVE	E S Robbins Corp.

Confidential

Ref#	. Iliademark	Status	Registration#	Serial##	. Status	Status Registration# Seral# Satus
300-421	CLEAR-FLEX II	R	PROTECTED UND	PROTECTED UNDER REG. #1,489,351 - C	- CLEAR FLEX	E S Robbins Corp.
300-428	CLEAR-VALU	R	2.383.839	75/485,292	LIVE	E S Robbins Corp.
300-456	NO CRACK MAT	TM		75/859,363	LIVE	E S Robbins Corp.
300-463	FOLDABLES	TM		76/040,885	TIVE	E S Robbins Corp.
300-466	ZIP STRIP	TM		76/084,725	LIVE	E S Robbins Corp.
300-488	THE FEEL GOOD MAT (CHAIRMATS)	TM		76/202,107	FIVE	E S Robbins Corp.
300-489	THE FEEL GOOD CHAIRMAT	TM		76/202,108	FIVE	E S Robbins Corp.
300-496	KLEER-VUE (DESK PADS)	ΜL		76,240,549	EIVE	E S Robbins Corp.
300-499	FEEL GOOD MAT (WALL/FLOOR TILES, AUTO MATS, RUNNER)	TM		76/266,263	FILED	E S Robbins Corp.
300-500	HURT SO GOOD (WALL & FLOOR TILES)	TM		76/283,122	aani i	E S Robbins Corp.
300-501	PUCK BOTTLE (COLLAPSBILE WATER BOTTLES)	L TW		76/275,780	FILED	E S Robbins Corp.
3853.33375	NO DRIPPY SIPPY	R	2,182,831	75/188,390	BNIT	E S Robbins Corp.
3853.34069) SIPPY	Я	2,170,362	75/212,441	FIVE	E S Robbins Corp.
	BEVELED-EDGE	Я	1,463,182	73/614,756	FIVE	E S Robbins Corp.
10813/023	FLEXFLO	R	1,987,696	74/636,645	רועב	E S Robbins Corp.
10813/036	CROCODILE ED'S FISH MARKET (ESR'S RESTAURANT)	TM		76/312,294	CELLED	Mr. Robbins
10813/041	CROCODILE ED'S (ESR'S RESTAURANT)	TM		76/312,295	CETED	Mr. Robbins
10813/040	CROCODILE ED'S SEAFOOD (ESR'S RESTAURANT)	TM		76/312,435	LICED	Mr. Robbins
10813/045	SECRETARIAT SERIES	TM		76/335,751	CETIL	E S Robbins Corp.
10813/048	BARN RUNNER	TM		76/340,427	LIVE	E S Robbins Corp.
10813-047	REFLEX (Plastic Wall Tiles and Plastic Floor Tiles)	TM		76/334,307	FILED	E S Robbins Corp.
	WHITE LIGHTNING	TM		76/363,547	FILED	E S Robbins Corp.
	THE MAX (hangar system and anchors for strip curtain)	TW		76/368,154	LILED	E S Robbins Corp.
	ALECO (stylized)	TM		76/381,614	FILED	E S Robbins Corp.
10813/056	ESROBBINS (stylized)	TM		76/366,174	FILED	E S Robbins Corp.
10813/057	ROBBINS FLOOR PRODUCTS	TM		76/365,154	FILED	E S Robbins Corp.
10813/043	DR. HONEY	TM		76/315,013	LIVE	Mr. Robbins
10813/044	DOCTOR HONEY	TM		76/315,740	FIVE	Mr. Robbins

R - Registered Trademark TM - Trademark

RECORDED: 07/16/2003