

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
All Greek To Me, Inc.		09/17/2004	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA	
Name:	Ableco Finance LLC as Collateral Agent
Street Address:	299 Park Avenue, 22nd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10171
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 3		
Property Type	Number	Word Mark
Registration Number:	2473388	IT'S ALL GREEK TO ME
Registration Number:	2782042	MARKET IDENTITY
Registration Number:	2827878	ZOOLEMS

CORRESPONDENCE DATA	
Fax Number:	(213)996-3367
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	213-683-6367
Email:	nobukochristy@paulhastings.com
Correspondent Name:	Nobuko Christy
Address Line 1:	515 So. Flower Street, 25th Floor
Address Line 4:	Los Angeles, CALIFORNIA 90071

NAME OF SUBMITTER:	Nobuko Christy
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Total Attachments: 17 source=Patent#page1.tif source=Patent#page2.tif source=Patent#page3.tif source=Patent#page4.tif

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PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT** (this "Agreement"), dated as of September 17, 2004, is made by **TOPPERS LLC**, a Delaware limited liability company ("Toppers") and **ADVA-LITE, INC.**, a Delaware corporation ("Adva-Lite" and together with **Toppers**, individually and collectively, jointly and severally, the "Debtor"), in favor of **ABLECO FINANCE LLC**, a Delaware limited liability company, as the collateral agent for the below-defined Agents and Lenders (in such capacity, together with its successors, if any, in such capacity, "Collateral Agent").

RECITALS

WHEREAS, Corvest Group, Inc., a Florida corporation ("Parent"), **Toppers**, It's All Greek To Me, Inc., a California corporation ("Greek"), and **Adva-Lite** (each of **Toppers**, **Greek**, and **Adva-Lite** are individually and collectively, jointly and severally, referred to as the "Borrower"), each subsidiary of the Parent listed as a "Guarantor" on the signature pages thereto, the lenders from time to time party thereto (each a "Lender" and collectively, the "Lenders"), **Collateral Agent**, and **Wells Fargo Foothill, Inc.**, a California corporation, as administrative agent for the Lenders (in such capacity, together with any successor administrative agent, the "Administrative Agent" and together with the **Collateral Agent**, each an "Agent" and collectively, the "Agents") have entered into that certain Financing Agreement, of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Financing Agreement"), pursuant to which the below-defined Lender Group has agreed to make certain financial accommodations to Borrower;

WHEREAS, **Debtor** has executed and delivered to **Collateral Agent** that certain Security Agreement, of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which **Debtor** has granted to **Collateral Agent**, for the benefit of the Lender Group, security interests in and liens on (among other things) all or substantially all of **Debtor's** general intangibles; and

WHEREAS, pursuant to the Loan Documents, and as one of the conditions precedent to the obligations of the Lender Group under the Financing Agreement, **Debtor** has agreed to execute and deliver this Agreement to **Collateral Agent** for filing with the PTO (as defined below) and with any other relevant recording systems in any jurisdiction, and as further evidence of and to effectuate **Collateral Agent's** existing security interests in the Patent **Collateral** (as defined below).

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which is hereby acknowledged, **Debtor** hereby agrees in favor of **Collateral Agent** as follows:

1. Definitions; Interpretation.

(a) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

“Administrative Agent” shall have the meaning ascribed to such term in the recitals to this Agreement.

“Adva-Lite” shall have the meaning ascribed to such term in the preamble to this Agreement.

“Agent” and “Agents” shall have the respective meanings ascribed to such terms in the preamble to this Agreement.

“Agreement” shall have the meaning ascribed to such term in the preamble of this Agreement.

“Bankruptcy Code” means the United States Bankruptcy Code (11 U.S.C. §101 et seq.), as amended, and any successor statute.

“Borrower” shall have the meaning ascribed to such term in the recitals to this Agreement.

“Code” means the Uniform Commercial Code as in effect from time to time in the State of New York; provided, however, that in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection, priority, or remedies with respect to Collateral Agent's Liens on any Collateral is governed by the Uniform Commercial Code as enacted and in effect in a jurisdiction other than the State of New York, the term "Code" shall mean the Uniform Commercial Code as enacted and in effect in such other jurisdiction solely for purposes of the provisions thereof relating to such attachment, perfection, priority, or remedies; provided further that terms used herein which are defined in the Code as in effect on the date hereof shall continue to have the same meaning notwithstanding any replacement or amendment thereof except as Agents may otherwise determine.

“Collateral Agent” shall have the meaning ascribed to such term in the preamble to this Agreement.

“Debtor” shall have the meaning ascribed to such term in the preamble to this Agreement.

“Event of Default” means any Event of Default under the Financing Agreement.

“Financing Agreement” shall have the meaning ascribed to such term in the recitals to this Agreement.

“Greek” shall have the meaning ascribed to such term in the recitals to this Agreement.

“Insolvency Proceeding” means any proceeding commenced by or against any Person under any provision of the Bankruptcy Code or under any other bankruptcy or insolvency law, assignments for the benefit of creditors or any other proceeding by or against any person or its assets relating to formal or informal moratoria, compositions, marshaling, extensions generally with creditors, or seeking reorganization, arrangement, or other similar relief.

“Lender Group” means, individually and collectively, the Lenders, Administrative Agent, and Collateral Agent.

“Lender” and “Lenders” shall have the respective meanings ascribed to such terms in the recitals to this Agreement.

“Parent” shall have the meaning ascribed to such term in the recitals to this Agreement.

“Patent Collateral” has the meaning set forth in Section 2.

“Patents” has the meaning set forth in Section 2.

“Proceeds” means whatever is receivable or received from or upon the sale, lease, license, collection, use, exchange or other disposition, whether voluntary or involuntary, of any Patent Collateral, including “proceeds” as such term is defined in the Code, and all proceeds of proceeds. Proceeds shall include (i) any and all accounts, chattel paper, instruments, general intangibles, cash and other proceeds, payable to or for the account of Debtor, from time to time in respect of any of the Patent Collateral, (ii) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to or for the account of Debtor from time to time with respect to any of the Patent Collateral, (iii) any and all claims and payments (in any form whatsoever) made or due and payable to Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Patent Collateral by any Person acting under color of governmental authority, and (iv) any and all other amounts from time to time paid or payable under or in connection with any of the Patent Collateral or for or on account of any damage or injury to or conversion of any Patent Collateral by any Person.

“PTO” means the United States Patent and Trademark Office and any successor thereto.

“Secured Obligations” shall mean all liabilities, obligations, or undertakings (including the Obligations [and the Guaranteed Obligations, as the case may be]) owing by Debtor to any member of the Lender Group of any kind or description arising out of or outstanding under, advanced or issued pursuant to, or evidenced by the Financing Agreement, this Agreement, or the Security Agreement, or any of the other Loan Documents, irrespective of whether for the payment of money, whether direct or indirect, absolute or contingent, due or to become due, voluntary or involuntary, whether now existing or hereafter arising, and including all interest and any and all costs, fees (including attorneys fees), and expenses and any and all other amounts (including any portion thereof that accrues after the commencement of an Insolvency Proceeding, whether or not allowed or allowable in whole or in part as a claim in any such Insolvency Proceeding) which Debtor is required to pay pursuant to any of the foregoing, by law, or otherwise.

“Security Agreement” shall have the meaning ascribed to such term in the recitals to this Agreement.

“Toppers” shall have the meaning ascribed to such term in the preamble to this Agreement.

“United States” and “U.S.” each mean the United States of America.

(b) Terms Defined in Code. Where applicable and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the Code.

(c) Interpretation. In this Agreement, except to the extent the context otherwise requires:

(i) Any reference to a Section or a Schedule is a reference to a section hereof, or a schedule hereto, respectively, and to a subsection or a clause is, unless otherwise stated, a reference to a subsection or a clause of the section or subsection in which the reference appears.

(ii) The words “hereof,” “herein,” “hereto,” “hereunder” and the like mean and refer to this Agreement as a whole and not merely to the specific section, subsection, paragraph or clause in which the respective word appears.

(iii) The meaning of defined terms shall be equally applicable to both the singular and plural forms of the terms defined.

(iv) The words “including,” “includes” and “include” shall be deemed to be followed by the words “without limitation.”

(v) References to agreements and other contractual instruments shall be deemed to include all subsequent amendments and other modifications thereto.

(vi) References to statutes or regulations are to be construed as including all statutory and regulatory provisions consolidating, amending or replacing the statute or regulation referred to.

(vii) Any captions and headings are for convenience of reference only and shall not affect the construction of this Agreement.

(viii) Capitalized words not otherwise defined herein shall have the respective meanings assigned to them in the Financing Agreement.

(ix) In the event of a direct conflict between the terms and provisions of this Agreement and the Financing Agreement, or between the terms and provisions of this Agreement and the Security Agreement, it is the intention of the parties hereto that such documents shall be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable

conflict between this Agreement and the Financing Agreement that cannot be resolved as aforesaid, the terms and provisions of the Financing Agreement shall control and govern; provided, however, that the inclusion herein of additional obligations on the part of Debtor and supplemental rights and remedies in favor of Collateral Agent for the benefit of the Lender Group (whether under federal law or applicable New York law), in each case in respect of the Patent Collateral, shall not be deemed in conflict with the Financing Agreement. In the event of any actual, irreconcilable conflict between this Agreement and the Security Agreement that cannot be resolved as aforesaid, the terms and provisions of this Agreement shall control and govern; provided that the inclusion herein of additional obligations on the part of the Debtor and supplemental rights and remedies in favor of Collateral Agent for the benefit of the Lender Group (whether under New York law or applicable federal law), in each case in respect of the Patent Collateral, shall not be deemed a conflict with the Security Agreement.

(x) All of the Schedules attached hereto shall be deemed incorporated by reference.

2. Security Interest.

(a) Assignment and Grant of Security in respect of the Secured Obligations. To secure the prompt payment and performance of the Secured Obligations, Debtor hereby grants, assigns, transfers and conveys to Collateral Agent, for the benefit of the Lender Group, a continuing security interest in all of Debtor's right, title and interest in and to the following property, whether now existing or hereafter acquired or arising and whether registered or unregistered (collectively, the "Patent Collateral"):

(i) all letters patent of the U.S. or any other country, all registrations and recordings thereof, and all applications for letters patent of the U.S. or any other country, owned, held, or used by Debtor in whole or in part, including all existing U.S. patents and patent applications of Debtor which are described in Schedule A and Schedule B hereto, as the same may be amended or supplemented from time to time, and together with and including all patent licenses held by Debtor, including such patent licenses which are described in Schedule A and Schedule B hereto, together with all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof and the inventions disclosed therein, and all rights corresponding thereto throughout the world, including the right to make, use, lease, sell and otherwise transfer the inventions disclosed therein, and all proceeds thereof, including all license royalties and proceeds of infringement suits (collectively, the "Patents");

(ii) all claims, causes of action and rights to sue for past, present and future infringement or unconsented use of any of the Patents and all rights arising therefrom and pertaining thereto;

(iii) all general intangibles (as defined in the Code) related to or arising out of any of the Patents; and

(iv) all Proceeds of any and all of the foregoing.

(b) Continuing Security Interest. Debtor hereby agrees that this Agreement shall create a continuing security interest in the Patent Collateral which shall remain in effect until terminated in accordance with Section 18 hereof.

(c) Incorporation into Security Agreement. This Agreement shall be fully incorporated into the Security Agreement and all understandings, agreements and provisions contained in the Security Agreement shall be fully incorporated into this Agreement. Without limiting the foregoing, the Patent Collateral described in this Agreement shall constitute part of the Collateral in the Security Agreement.

(d) Licenses. Debtor may grant licenses of the Patent Collateral in accordance with the terms of the Loan Documents.

3. Further Assurances; Appointment of Collateral Agent as Attorney-in-Fact. Debtor at its expense shall execute and deliver, or cause to be executed and delivered, to Collateral Agent any and all documents and instruments, in form and substance reasonably satisfactory to Collateral Agent, and take any and all action, which Collateral Agent may request from time to time, to perfect and continue the perfection or to maintain the priority of, or provide notice of the security interest in the Patent Collateral held by Collateral Agent for the benefit of the Lender Group and to accomplish the purposes of this Agreement. If Debtor refuses to execute and deliver, or fails timely to execute and deliver, any of the documents it is requested to execute and deliver by Collateral Agent in accordance with the foregoing, Collateral Agent shall have the right, in the name of Debtor, or in the name of Collateral Agent or otherwise, without notice to or assent by Debtor, and Debtor hereby irrevocably constitutes and appoints Collateral Agent (and any of Collateral Agent's officers or employees or agents designated by Collateral Agent) as Debtor's true and lawful attorney-in-fact with full power and authority, (i) to sign the name of Debtor on all or any of such documents or instruments and perform all other acts that Collateral Agent deems necessary or advisable in order to perfect or continue the perfection of, maintain the priority or enforceability of or provide notice of the security interest in the Patent Collateral held by Collateral Agent for the benefit of the Lender Group, and (ii) to execute any and all other documents and instruments, and to perform any and all acts and things for and on behalf of Debtor, which Collateral Agent may deem necessary or advisable to maintain, preserve and protect the Patent Collateral and to accomplish the purposes of this Agreement, including (A) upon the occurrence and during the continuance of any Event of Default, to defend, settle, adjust or institute any action, suit or proceeding with respect to the Patent Collateral, (B) upon the occurrence and during the continuation of any Event of Default, to assert or retain any rights under any license agreement for any of the Patent Collateral, including any rights of Debtor arising under Section 365(n) of the Bankruptcy Code, and (C) upon the occurrence and during the continuance of any Event of Default, to execute any and all applications, documents, papers and instruments for Collateral Agent to use the Patent Collateral, to grant or issue any exclusive or non-exclusive license with respect to any Patent Collateral, and to assign, convey or otherwise transfer title in or dispose of the Patent Collateral. The power of attorney set forth in this Section 3, being coupled with an interest, is irrevocable so long as this Agreement shall not have terminated in accordance with Section 18.

4. Representations and Warranties. Debtor represents and warrants to each member of the Lender Group as follows:

(a) No Other Patents. Schedule A and Schedule B set forth a true and correct list of all of Debtor's existing Patents that are registered, or for which any application for registration has been filed with the PTO or any corresponding or similar Patent office of any other U.S. jurisdiction, and that are owned or held (whether pursuant to a license or otherwise) and used by Debtor.

(b) Patents Subsisting. Each of Debtor's Patents listed in Schedule A and Schedule B is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and, to the best of Debtor's knowledge, each of the Patents set forth on Schedule A and Schedule B is valid and enforceable.

(c) Ownership of Patent Collateral; No Violation. (i) Debtor has rights in and good and defensible title to the Patent Collateral, (ii) Debtor is the sole and exclusive owner of the Patent Collateral, free and clear of any Liens and rights of others (other than interest created hereunder and other than Permitted Liens), including licenses, registered user agreements and covenants by Debtor not to sue third persons, and (iii) with respect to any Patents for which Debtor is either a licensor or a licensee pursuant to a license or licensing agreement regarding such Patent, each such license or licensing agreement is in full force and effect, Debtor is not in material default of any of its obligations thereunder and, (A) other than the parties to such licenses or licensing agreements, or (B) in the case of any non-exclusive license or license agreement entered into by Debtor or any such licensor regarding such Patent, the parties to any other such non-exclusive licenses or license agreements entered into by Debtor or any such licensor with any other Person, no other Person has any rights in or to any of the Patent Collateral. To Debtor's knowledge, the past, present and contemplated future use of the Patent Collateral by Debtor has not, does not and will not infringe upon or violate any right, privilege or license agreement of or with any other Person or give any such Person the right to terminate any such right, privilege or license agreement.

(d) No Infringement. To Debtor's knowledge, (i) no material infringement or unauthorized use presently is being made of any of the Patent Collateral by any Person, and (ii) the past, present, and contemplated future use of the Patent Collateral by Debtor has not, does not and will not infringe upon or violate any right, privilege, or license arrangement of or with any other Person or give such Person the right to terminate any such license arrangement.

(e) Powers. Debtor has the unqualified right, power and authority to pledge and to grant to Collateral Agent security interests in the Patent Collateral pursuant to this Agreement, and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other Person except as already obtained.

5. Covenants. So long as any of the Secured Obligations shall remain unpaid or any Lender shall have any Commitment under the Financing Agreement, Debtor agrees that it will:

(a) comply with all of the covenants, terms and provisions of this Agreement, the Financing Agreement, the Security Agreement, and the other Loan Documents to which Debtor is a party;

(b) promptly give Collateral Agent written notice of the occurrence of any event that could have a material adverse effect on any of the Patents or the Patent Collateral, including any petition under the Bankruptcy Code or any foreign insolvency laws filed by or against any licensor of any of the Patents for which Debtor is a licensee;

(c) on a continuing basis, make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, including appropriate financing and continuation statements and security agreements, and take all such action as may be necessary or may be requested by Collateral Agent, in its discretion, to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interests granted or purported to be granted hereby, to ensure Debtor's compliance with this Agreement or to enable Collateral Agent to exercise and enforce its rights and remedies hereunder with respect to the Patent Collateral. Without limiting the generality of the foregoing sentence, Debtor:

(i) hereby authorizes Collateral Agent, in its discretion, if Debtor refuses to execute and deliver, or fails timely to execute and deliver, any of the documents it is requested to execute and deliver by Collateral Agent, to modify this Agreement without first obtaining Debtor's approval of or signature to such modification by amending Schedule A or Schedule B hereof to include a reference to any right, title or interest in any existing material Patent Collateral or Patent Collateral acquired or developed by Debtor after the execution hereof, or to delete any reference to any right, title or interest in any Patent Collateral in which Debtor no longer has or claims any right, title or interest; and

(ii) hereby authorizes Collateral Agent, in its sole discretion, to file any financing statement necessary or desirable to effectuate the transactions contemplated herein and by the other Loan Documents, and any continuation statement or amendment with respect thereto (including without limitation any financing statements that (i) indicate the Collateral (A) as all assets of Debtor or words of similar effect, regardless of whether any particular asset of Debtor falls within the scope of Article 9 of the Code or whether any portion of the assets of Debtor constitute part of the Collateral, or (B) as being of an equal or lesser scope or with greater detail, and (b) contain any other information required by part 5 of Article 9 of the Code for the sufficiency or filing office acceptance of any financing statement or amendment, including (x) whether Debtor is an organization, the type of organization and any organization identification number issued to Debtor, and (y) in the case of a financing statement filed as a fixture filing or indicating Collateral as as-extracted collateral or timber to be cut, a sufficient description of real property to which the Collateral relates), in any appropriate filing office without the signature of Debtor where permitted by applicable law. Debtor hereby ratifies the filing of any financing statement filed without the signature of Debtor prior to the date hereof.

(d) comply, in all material respects, with all applicable statutory and regulatory requirements in connection with any and all of the Patent Collateral, and give such notice of Patents, prosecute such material claims, and do all other acts and take all other measures which, in Debtor's reasonable business judgment, may be necessary to preserve,

protect and maintain the Patent Collateral and all of Debtor's rights therein, including diligently prosecute any material Patent application pending as of the date of this Agreement or thereafter;

(e) comply with each of the terms and provisions of this Agreement, the Financing Agreement, and the Security Agreement, and not enter into any agreement (for example, a license agreement) which is inconsistent with the obligations of Debtor under this Agreement, the Financing Agreement, and the Security Agreement without Collateral Agent's prior written consent; and

(f) not permit the inclusion in any contract to which Debtor becomes a party of any provision that could or might impair or prevent the creation of a security interest in favor of Collateral Agent, for the benefit of the Lender Group, in Debtor's rights and interest in any property included within the definition of Patent Collateral acquired under such contracts.

6. Future Rights. If and when Debtor shall obtain rights to any new patentable inventions, or become entitled to the benefit of any Patents, or any reissue, division, continuation, renewal or extension or continuation in part of any Patents or improvement thereof, the provisions of this Agreement shall automatically apply thereto and Debtor shall give to Collateral Agent prompt notice thereof in accordance with Section 12.01 of the Financing Agreement. Debtor shall do all things deemed necessary by Collateral Agent in its discretion to ensure the validity, perfection, priority and enforceability of the security interests of Collateral Agent in such future acquired Patent Collateral. If Debtor refuses to execute and deliver, or fails timely to execute and deliver, any of the documents it is requested to execute and deliver by Collateral Agent in connection herewith, Debtor hereby authorizes Collateral Agent to modify, amend or supplement the Schedules hereto and to re-execute this Agreement from time to time on Debtor's behalf and as its attorney-in-fact to include any future Patents which are or become Patent Collateral and to cause such re-executed Agreement or such modified, amended or supplemented Schedules to be filed with the PTO.

7. Duties of Collateral Agent and the Lender Group. Notwithstanding any provision contained in this Agreement, neither Collateral Agent nor any other member of the Lender Group shall have any duty to exercise any of the rights, privileges or powers afforded to it and shall not be responsible to Debtor or any other Person for any failure to do so or delay in doing so. Except for the accounting for moneys actually received by Collateral Agent or any other member of the Lender Group hereunder or in connection herewith, neither Collateral Agent nor any member of the Lender Group shall have any duty or liability to exercise or preserve any rights, privileges or powers pertaining to the Patent Collateral.

8. Events of Default. The occurrence of any "Event of Default" under the Financing Agreement shall constitute an Event of Default hereunder.

9. Remedies. From and after the occurrence and during the continuation of an Event of Default, the Lender Group and Collateral Agent on behalf thereof shall have all rights and remedies available to them under the Financing Agreement and the Loan Documents and applicable law (which rights and remedies are cumulative) with respect to the security interests in any of the Patent Collateral. Debtor hereby agrees that such rights and remedies include the right of Collateral Agent as a secured party to sell or otherwise dispose of the Patent

Collateral after an Event of Default, pursuant to the Code. Debtor hereby agrees that Collateral Agent shall at all times have such royalty-free licenses, to the extent permitted by law and the Loan Documents, for any Patent Collateral that is reasonably necessary to permit the exercise of any of Collateral Agent's rights or remedies upon or after the occurrence of (and during the continuance of) an Event of Default with respect to (among other things) any asset of Debtor in which Collateral Agent has a security interest, including Collateral Agent's rights to sell or license general intangibles, inventory, tooling or packaging which is acquired by Debtor (or its successor, assignee or trustee in bankruptcy). In addition to and without limiting any of the foregoing, upon the occurrence and during the continuance of an Event of Default, Collateral Agent shall have the right but shall in no way be obligated to bring suit, or to take such other action as Collateral Agent deems necessary or advisable, in the name of Debtor or Collateral Agent, to enforce or protect any of the Patent Collateral, in which event Debtor shall, at the request of Collateral Agent, do any and all lawful acts and execute any and all documents required by Collateral Agent in aid of such enforcement. To the extent that Collateral Agent shall elect not to bring suit to enforce such Patent Collateral, Debtor, in the exercise of its reasonable business judgment, agrees to use all reasonable measures and its diligent efforts, whether by action, suit, proceeding or otherwise, to prevent the infringement, misappropriation or violation thereof by others and for that purpose agrees diligently to maintain any action, suit or proceeding against any Person necessary to prevent such infringement, misappropriation or violation.

10. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Debtor and Collateral Agent for the benefit of the Lender Group and their respective successors and assigns.

11. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Financing Agreement.

12. Governing Law. This agreement shall be governed by, and construed in accordance with, the law of the State of New York applicable to contracts made and to be performed in the State of New York, except to the extent that the validity or perfection of the security interests hereunder in respect of the Patent Collateral are governed by federal law, in which case such choice of New York law shall not be deemed to deprive Collateral Agent of such rights and remedies as may be available under federal law.

13. Entire Agreement; Amendment. This Agreement and the other Loan Documents, together with the Schedules and Exhibits hereto and thereto, which are incorporated herein by this reference, contains the entire agreement of the parties with respect to the subject matter hereof and supersede all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties to this Agreement. The foregoing notwithstanding, Collateral Agent may reexecute this Agreement, or modify, amend or supplement the Schedules hereto or execute a supplemental Trademark Security Agreement, as provided herein, and the terms of any such modification, amendment, supplement or supplemental Trademark Security Agreement shall be deemed to be incorporated herein by this reference.

14. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

15. Counterparts; Telefacsimile Execution. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

16. Security Agreement. Debtor acknowledges that the rights and remedies of Collateral Agent with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement and all such rights and remedies are cumulative.

17. No Inconsistent Requirements. Debtor acknowledges that this Agreement and the other Loan Documents may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Debtor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

18. Termination; Release. When the Secured Obligations have been paid in full in accordance with the terms of the Financing Agreement, and the Commitments shall have expired or been irrevocably terminated, this Agreement shall terminate (subject to Section 19) and all rights in the Patent Collateral shall revert to Debtor. Collateral Agent, at the request and sole expense of Debtor will promptly execute and deliver to Debtor the proper instruments (including Uniform Commercial Code termination statements and including cancellation of this Agreement by written notice from Collateral Agent to the PTO) acknowledging the termination of this Agreement, and will duly assign, transfer and deliver to Debtor, without recourse, representation or warranty of any kind whatsoever, such of the Patent Collateral as may be in possession of Collateral Agent and has not theretofore been disposed of, applied or released.

19. Revival and Reinstatement of Secured Obligations. If the incurrence or payment of the Secured Obligations by Debtor or the transfer by Debtor to Collateral Agent or any other member of the Lender Group of any property of Debtor should for any reason subsequently be declared to be void or voidable under any state or federal law relating to creditors' rights, including provisions of the Bankruptcy Code relating to fraudulent conveyances, preferences, and other voidable or recoverable payments of money or transfers of property (collectively, a "Voidable Transfer"), and if Collateral Agent or any other member of the Lender Group is required to repay or restore, in whole or in part, any such Voidable Transfer, or elects to do so upon the reasonable advice of its counsel, then, as to any such Voidable

Transfer, or the amount thereof that Collateral Agent or any other member of the Lender Group is required or elects to repay or restore, and as to all reasonable costs, expenses, and attorneys fees of Collateral Agent or any other member of the Lender Group related thereto, the liability of Debtor automatically shall be revived, reinstated, and restored and shall exist as though such Voidable Transfer had never been made.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement,
as of the date first above written.

ADVA-LITE, INC.,
a Delaware corporation

By: _____
Name:
Title:

TOPPERS LLC,
a Delaware limited liability company

By: _____
Name:
Title:

ABLECO FINANCE LLC,
a Delaware limited liability company, as Collateral
Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement,
as of the date first above written.

ADVA-LITE, INC.,
a Delaware corporation

By: 

Name: Candido Sosa, Jr.

Title: Executive Vice President
Administration and Finance

TOPPERS LLC,
a Delaware limited liability company

By: 

Name: Candido Sosa, Jr.

Title: Executive Vice President
Administration and Finance

ABLECO FINANCE LLC,
a Delaware limited liability company, as Collateral
Agent

By: _____

Name:

Title:

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement,
as of the date first above written.

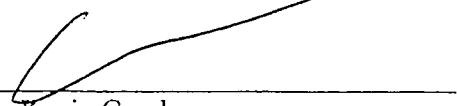
ADVA-LITE, INC.,
a Delaware corporation

By: _____
Name:
Title:

TOPPERS LLC,
a Delaware limited liability company

By: _____
Name:
Title:

ABLECO FINANCE LLC,
a Delaware limited liability company, as Collateral
Agent

By:  _____
Name: Kevin Genda
Title: SVP and Chief Credit Officer

SCHEDULE A
to the Patent Security Agreement

Issued Patents

Adva-Lite:

<u>Patent</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Where Filed</u>
Bi-Sided Flashlight and Method	6,158,875	12/12/00	USPTO
Bi-Sided Flashlight and Method	5,895,112	4/20/99	USPTO
Bi-Sided Flashlight and Method	2,304,512	9/29/98	Canada

Toppers:

<u>Patent</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Where Filed</u>
Decorated Luggage and Method	5,570,495	11/05/96	USPTO

SCHEDULE B
to the Patent Security Agreement

Pending Patents

None.