Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

01-17-2006

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

REC

9165 103096495

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):
General Devices Co Inc

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☑ Corporation- State: Indiana
☐ Other

Citizenship (see guidelines)
Additional names of conveying parties attached? ☐ Yes ☑ No

2. Name and address of receiving party(ies)
Additional names, addresses, or citizenship attached? ☐ Yes ☑ No

Name: Wells Fargo Bank, National Association
Internal Address:
Street Address: 111 East Wayne Street, 2nd Floor
City: Ft. Wayne
State: Indiana
Country: USA Zip: 46802
☑ Association Citizenship
☐ General Partnership Citizenship
☐ Limited Partnership Citizenship
☐ Corporation Citizenship
☐ Other Citizenship
If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☑ No
(Designations must be a separate document from assignment)

3. Nature of conveyance)/Execution Date(s) :
Execution Date(s) August 29, 2005
☐ Assignment ☐ Merger
☑ Security Agreement ☐ Change of Name
☐ Other

4. Application number(s) or registration number(s) and Identification or description of the Trademark.
A. Trademark Application No.(s)
B. Trademark Registration No.(s)
Please see attached page for all numbers
Additional sheet(s) attached? ☑ Yes ☐ No
C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
Please see attached page for all descriptions

5. Name & address of party to whom correspondence concerning document should be mailed:
Name: Douglas A. Kaehr
Internal Address: Wells Fargo Business Credit, Inc.
Street Address: 111 East Wayne Street, 2nd Floor
City: Ft. Wayne
State: Indiana Zip: 46802
Phone Number: 260-461-6379
Fax Number: 260-461-6037
Email Address: Douglas.A.Kaehr@WellsFargo.com

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 2.6(b)(6) & 3.41) $ 140.00
☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☑ Enclosed

8. Payment Information:
a. Credit Card Last 4 Numbers
Expiration Date
b. Deposit Account Number 075911852
Authorized User Name Albert Solochek

9. Signature: Albert Solochek September 2, 2005
Signature Date

09/07/2005 DBYRNE 00000156 642728
01 FC:8521 40.00 OP
02 FC:8522 100.00 OP

Albert Solochek
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 14

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

United States Active Trademarks

Registration No.	Name	Registration Date
642728	Chassis Trak	3/12/1957
2157353	Green Button	5/12/1998
1790423	Green Circular Release Button	8/31/1993
780127	Vent Rak	11/17/1964
2231413	General Devices	3/16/1999

Foreign Active Trademarks

Registration No.	Name	Registration Date
421800	Chassis Trak European Community	1/26/1999
436545	Mark: Design (Green Button) Canada	12/2/1994
92/431120	Green Circular Release Button and Design France	8/19/1992
2047240	Green Circular Release Button and Design Germany	8/18/1993
403464	Mark: Design (Green Circle) Switzerland	8/19/1992
B1509965	Green Circular Release Button Design United Kingdom	2/4/1992

INDS01 KEA 785185v1

PATENT AND TRADEMARK SECURITY AGREEMENT

This Agreement, dated as of August 29, 2005 is made by and between General Devices Co Inc, an Indiana corporation having a business location at the address set forth below next to its signature (the "Debtor"), and Wells Fargo Bank, National Association (the "Secured Party"), acting through its Wells Fargo Business Credit operating division, and having a business location at the address set forth below next to its signature.

Recitals

The Debtor and the Secured Party are parties to a Credit and Security Agreement of even date herewith (as the same may hereafter be amended, supplemented or restated from time to time, the "Credit Agreement") setting forth the terms on which the Secured Party may now or hereafter extend credit to or for the account of the Debtor.

As a condition to extending credit to or for the account of the Debtor, the Secured Party has required the execution and delivery of this Agreement by the Debtor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

"Obligations" means each and every debt, liability and obligation of every type and description arising under or in connection with any Loan Document (as defined in the Credit Agreement) which the Debtor may now or at any time hereafter owe to the Secured Party, whether such debt, liability or obligation now exists or is hereafter created or incurred and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, independent, joint, several or joint and several, and including specifically, but not limited to, the Obligations (as defined in the Credit Agreement).

"Patents" means all of the Debtor's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of the Debtor's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with

each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, (iv) and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. Security Interest. The Debtor hereby irrevocably pledges and assigns to, and grants the Secured Party a security interest (the "Security Interest") with power of sale to the extent permitted by law, in the Patents and in the Trademarks to secure payment of the Obligations. As set forth in the Credit Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of the Debtor. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Representations, Warranties and Agreements. The Debtor represents, warrants and agrees as follows:

(a) **Existence; Authority.** The Debtor is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation, and this Agreement has been duly and validly authorized by all necessary corporate action on the part of the Debtor.

(b) **Patents.** Exhibit A accurately lists all Patents owned or controlled by the Debtor as of the date hereof, or to which the Debtor has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, the Debtor owns, controls or has a right to have assigned to it any Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then the Debtor shall within 60 days provide written notice to the Secured Party with a replacement Exhibit A, which upon acceptance by the Secured Party shall become part of this Agreement.

(c) **Trademarks.** Exhibit B accurately lists all Trademarks owned or controlled by the Debtor as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit B need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to the Debtor's or any Affiliate's business(es). If after the date hereof, the Debtor owns or controls any Trademarks not listed on Exhibit B (other than common law marks which are not material to the Debtor's or any Affiliate's business(es)), or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then the Debtor shall promptly provide

written notice to the Secured Party with a replacement Exhibit B, which upon acceptance by the Secured Party shall become part of this Agreement.

(d) **Affiliates.** As of the date hereof, no Affiliate owns, controls, or has a right to have assigned to it any items that would, if such item were owned by the Debtor, constitute Patents or Trademarks. If after the date hereof any Affiliate owns, controls, or has a right to have assigned to it any such items, then the Debtor shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to the Debtor; or (ii) notify the Secured Party of such item(s) and cause such Affiliate to execute and deliver to the Secured Party a patent and trademark security agreement substantially in the form of this Agreement.

(e) **Title.** The Debtor has absolute title to each Patent and each Trademark listed on Exhibits A and B, free and clear of all Liens except Permitted Liens. The Debtor (i) will have, at the time the Debtor acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Patents and Trademarks free and clear of all Liens except Permitted Liens.

(f) **No Sale.** Except as permitted in the Credit Agreement, the Debtor will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without the Secured Party's prior written consent.

(g) **Defense.** The Debtor will at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(h) **Maintenance.** The Debtor will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. The Debtor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing the Secured Party: (i) sufficient written notice, of at least 30 days, to allow the Secured Party to timely pay any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(i) **Secured Party's Right to Take Action.** If the Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after the Secured Party gives the Debtor written notice thereof (or, in the case of the agreements contained in

subsection (h), immediately upon the occurrence of such failure, without notice or lapse of time), or if the Debtor notifies the Secured Party that it intends to abandon a Patent or Trademark, the Secured Party may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of the Debtor (or, at the Secured Party's option, in the Secured Party's own name) and may (but need not) take any and all other actions which the Secured Party may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(j) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, the Debtor shall pay the Secured Party on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by the Secured Party in connection with or as a result of the Secured Party's taking action under subsection (i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by the Secured Party at the Default Rate.

(k) **Power of Attorney.** To facilitate the Secured Party's taking action under subsection (i) and exercising its rights under Section 6, the Debtor hereby irrevocably appoints (which appointment is coupled with an interest) the Secured Party, or its delegate, as the attorney-in-fact of the Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Debtor under this Section 3, or, necessary for the Secured Party, after an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. The Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all Obligations.

4. Debtor's Use of the Patents and Trademarks. The Debtor shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Credit Agreement, shall occur; or (b) the Debtor shall fail promptly

to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence of an Event of Default and at any time thereafter, the Secured Party may, at its option, take any or all of the following actions:

(a) The Secured Party may exercise any or all remedies available under the Credit Agreement.

(b) The Secured Party may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) The Secured Party may enforce the Patents and Trademarks and any licenses thereunder, and if Secured Party shall commence any suit for such enforcement, the Debtor shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement.

7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by the Secured Party. A waiver signed by the Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Secured Party's rights or remedies. All rights and remedies of the Secured Party shall be cumulative and may be exercised singularly or concurrently, at the Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Debtor under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. The Secured Party shall not be obligated to preserve any rights the Debtor may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of the Debtor and the Secured Party and their respective participants, successors and assigns and shall take effect when signed by the Debtor and delivered to the Secured Party, and the Debtor waives notice of the Secured Party's acceptance hereof. The Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of the Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by the Debtor shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of the State of Wisconsin without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable

provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

General Devices Co Inc
1410 South Post Road
Indianapolis, Indiana 46239
317-715-5565 (Facsimile)
317-897-7000 (Telephone)

GENERAL DEVICES CO INC

By _____
Its President

Wells Fargo Bank, National Association,
Acting through its Wells Fargo Business
Credit operating division
111 East Wayne Street, 2nd Floor
Ft. Wayne, Indiana 46802
260-461-6037 (Facsimile)
260-461-6379 (Telephone)

WELLS FARGO BANK, NATIONAL ASSOCIATION, acting through its Wells Fargo Business Credit operating division

By _____
Douglas A. Kaehr
Its Vice President

STATE OF WISCONSIN)
)
COUNTY OF MILWAUKEE

The foregoing instrument was acknowledged before me this 29th day of August, 2005, by Maxwell S. Fall, the President of General Devices Co Inc, an Indiana corporation, on behalf of the corporation.

_____
Notary Public

STATE OF WISCONSIN)
)
COUNTY OF MILWAUKEE

The foregoing instrument was acknowledged before me this 29th day of August, 2005, by Douglas A. Kaehr, a Vice President of Wells Fargo Bank, National Association, on behalf of the national association.

Jessica M. Zeralsky
Notary Public

EXHIBIT A

United States Issued Patents

Patent No.	Title	Issue Date
4993847	Slide Release Mechanism	2/19/1991
4998828	Over and Under Telescoping Slide Assembly	3/12/1991
5033805	Drawer Slide Assembly with Releasable Lock Mechanism	7/23/1991
5085523	Slide Release Mechanism	2/4/1992
5169221	Pivotable Drawer Slide Mount with Pivot Controlling Guide Slot	12/8/1992
5385405	Floating Rollers Retainer Assembly for Slides	1/31/1995
5417490	Telescoping Slide Assembly	5/23/1995
5484197	Releasable Latch for a Telescoping Slide Assembly	1/16/1996
5419639	Low-Profile Slide Structure	5/30/1995
5405195	Automatic Release Mechanism for Telescoping Slide Assembly	4/11/1995
5417496	Ball Bearing Retainer for Telescoping Slide Assembly	5/23/1995
5961193	Release-Control Mechanism for Telescoping Slide Assembly	10/5/1999
6209979	Telescoping Slide with Quick-Mount System	4/3/2001
6601933	Telescoping Slide with Quick-Mount System	8/5/2003
6749275	Quick-Mount Support System for Telescoping Slide	6/15/2004
6871920	Quick-Mount Support System for Telescoping Slide (Original Rapid Rak)	3/29/2005
6926378	Support System for Telescoping Slide Assembly	8/9/2005

United States Applications – Pending Patents		Date Application Filed
Pending	Telescoping Slide Assembly with Quick-Mount Keyhole Lock System	4/28/2005-US Utility Patent Application No. 10/692839

Patent No.	Title	Date Application Filed
Pending	Latch Controller for Quick-Mount Support for Telescoping Slide	9/22/2005 –US Utility Patent Application No. 11/131252
Pending	Latch Mover for Quick-Mount Support for Telescoping Slide	2/26/2004-US Utility Patent Application No. 10/787712
Pending	Latch Mover for Quick-Mount Telescoping Slide Support System	2/26/2004-US Utility Patent Application No. 10/788100
Pending	Latch Mover for Quick-Mount Support for Telescoping Slide Support System	5/19/2005-US Provisional Patent Application No. 60/682508
Provisional (Unfiled)	Latch Mover for Quick-Mount Telescoping Slide Support System	---
Provisional (Unfiled)	Latch Mover for Quick-Mount Telescoping Slide Support	---

Foreign Issued Patents

Patent No.	Title	Issue Date
WO01/62124	Telescoping Slide with Quick-Mount System Singapore	9/30/2004

Foreign Applications – Pending Patents		**Date Application Filed**
Published No.	Title	
WO01/62124	Telescoping Slide with Quick-Mount System Mexico	8/30/2001-Published
2003-523642	Telescoping Slide with Quick-Mount System Japan	8/5/2003-Published
1257186	Telescoping Slide with Quick-Mount System European Patent Convention (EPC)	11/20/2002-Published
1434687A	Telescoping Slide with Quick-Mount System China (Peoples Republic)	8/6/2003-Published
WO01/62124	Telescoping Slide with Quick-Mount System	8/30/2001-Published

	Canada	
WO2004/016131	Support System for Telescoping Slide Assembly – PCT (Patent Cooperation Treaty)	2/26/2004-Published
Application No.		
US2004/0329	Telescoping Slide Assembly with Quick-Mount Keyhole Lock System - PCT (Patent Cooperation Treaty)	9/29/2004-Filed

EXHIBIT B

United States Active Trademarks

Registration No.	Name	Registration Date
642728	Chassis Trak	3/12/1957
2157353	Green Button	5/12/1998
1790423	Green Circular Release Button	8/31/1993
780127	Vent Rak	11/17/1964
2231413	General Devices	3/16/1999

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2047240	Green Circular Release Button and Design Germany	8/18/1993
403464	Mark: Design (Green Circle) Switzerland	8/19/1992
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