

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

10-25-2005

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

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To the Director of the U. S. Patent and Trademark Office at the new address(es) below.

RE 10-21-05

1. Name of conveying party(ies):

CODI, INC. - c/o Milestone Partners
Rosemont business Campus II
919 Conestoga Road - Suite 109
Rosemont, Pennsylvania 19010

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation- State: Pennsylvania
- Other

Citizenship (see guidelines) US

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: National City Bank

Internal

Address: One South Broad Street

Street Address: 14th Floor - Locator #01-5997

City: Philadelphia

State: Pennsylvania

Country: US Zip: 19107

- Association Citizenship
- General Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship US
- 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) May 10, 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 'Schedule A'

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Joseph M. Imhof, Esquire

Internal Address: Drinker Biddle & Reath LLP

Street Address: One Logan Square
18th & Cherry Streets

City: Philadelphia

State: Pennsylvania Zip: 19103

Phone Number: 215-988-2700

Fax Number: 215-988-2757

Email Address: joseph.imhof@dbr.com

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 75 (\$40 paid)

- 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 _____
Authorized User Name _____

9. Signature:

Signature

Joseph M. Imhof

Name of Person Signing

10/19/05

Date

Total number of pages including cover sheet, attachments, and document: 6

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

TRADEMARKS AND TRADEMARK APPLICATIONS

TRADEMARK	Application No.	Reg. No.
Cradle	Ser. 76368228	(abandoned)
CODi	Ser. 76360670	2618240
AirPro	Ser. 75063716	2133734 (cancelled)
CODI	Ser. 74592851	1950702

GRANT OF SECURITY INTEREST

WHEREAS, CODI, INC., a Delaware corporation (herein referred to as "Debtor"), owns all right, title and interest in and to the U.S. trademarks listed on the annexed Schedule A (the "Trademarks");

WHEREAS, Debtor is obligated to NATIONAL CITY BANK (together with its successors and assigns hereinafter referred to as "Lender") pursuant to a Security Agreement dated as of May 10, 2005 (as the same may be amended, restated, modified and/or supplemented from time to time, the "Agreement") in favor of the Lender; and

WHEREAS, Pursuant to the Agreement, Debtor granted to Lender a security interest in all right, title and interest of Debtor in and to, among other things, the Trademarks, and all proceeds thereof, including, without limitation, any and all past, present and future causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations, as defined in the Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby grant to Lender a security interest in the Collateral to secure the prompt payment, performance and observance of its obligations.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Collateral made and granted hereby are fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, Debtor has caused this Grant of Security Interest to be duly executed by its officer thereunto duly authorized as of the 10th day of May, 2005.

CODI, INC.

By: *Robert B. Levin*

Name: Robert B. Levin

Title: Chairman / Secretary / President

STATE OF Pennsylvania
COUNTY OF Philadelphia

ss.:

On this 10th day of May, 2005, before me personally appeared Robert B. Levin, to me known, who, being by me duly sworn, did depose and say that he is an Chairman / Secretary / President of CODI, Inc., a Delaware corporation, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed pursuant to authority of the Board of Directors of said corporation, and that he signed his name thereto pursuant to such authority.

Carolyn Elliott

Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
CAROLYN ELLIOTT, Notary Public
City of Philadelphia, Phila. County
My Commission Expires January 8, 2008