

02-06-2006

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



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# RECORDATION FORM COVER TRADEMARKS ONLINE

103173146

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

2-2006

### 1. Name of conveying party(ies):

Ault Incorporated

- Individual(s)
- General Partnership
- Corporation- State: Minnesota
- Other \_\_\_\_\_
- Association
- Limited Partnership

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: Bank of America, N.A., as agent  
 Internal  
 Address: 4 PENN CENTER, SUITE 1100  
 Street Address: 1600 JOHN F. KENNEDY BLVD.  
 City: Philadelphia  
 State: Pennsylvania  
 Country: USA Zip: 19103

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other Natl. Banking Citizenship USA

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) January 26, 2006

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

### 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)

2,189,015; 2,150,742; 2,150,740; 1,087,219

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: Philip Abromats, Esq.

Internal Address: Drinker Biddle & Reath LLP

Street Address: 1000 Westlakes Drive, Suite 300

City: Berwyn

State: Pennsylvania Zip: 19312-2409

Phone Number: 610-993-2261

Fax Number: 610-993-8585

Email Address: philip.abromats@dbr.com

### 6. Total number of applications and registrations involved:

5

### 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 115.00

- 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 \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

### 9. Signature:

Philip Abromats

Signature

January 27, 2006

Date

02/03/2006 BYRME 00000058 2189015

01 FC:8521  
02 FC:8522

40.00 of Person Signing

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

3

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

TRADEMARK  
REEL: 003296 FRAME: 0463

**IP SECURITY AGREEMENT  
(Patents and Trademarks)**

This **IP SECURITY AGREEMENT**, dated as of January \_\_, 2006 (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), is made by the Person listed on the signature page hereof (the "Grantor") in favor of Bank of America, N.A., as collateral agent for the Secured Parties (in such capacity, the "Collateral Agent"). Undefined capitalized terms used in this Agreement have the meanings assigned to them in that certain Security Agreement, dated as of August 3, 2005 (as supplemented by that certain Security Agreement Joinder and Supplement, dated as of January \_\_, 2006, by the Grantor in favor of the Collateral Agent (the "Security Agreement Joinder and Supplement"), and as otherwise amended, restated, supplemented or modified from time to time, the "Security Agreement"), between SL Industries, Inc., a New Jersey corporation (the "Parent Borrower"), the subsidiaries of the Parent Borrower listed on the signature pages thereto (the "Subsidiary Grantors"), each Additional Grantor that from time to time becomes a party by executing a supplement to the Security Agreement and the Collateral Agent.

**WHEREAS**, the Grantor has entered into the Security Agreement Joinder and Supplement which provides, among other things, for the joinder of the Grantor to the Security Agreement as a Grantor (as defined in the Security Agreement) for all purposes thereunder.

**WHEREAS**, the Grantor has granted a security interest in and continuing Lien on the Collateral (including the Intellectual Property subject of this Agreement) to the Collateral Agent pursuant to the Security Agreement, and desires to enter into this Agreement for purposes of affirming such grant to the Collateral Agent, and providing a short-form medium to facilitate the recording of such security interest in the applicable governmental offices.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

**Section 1. Affirmation and Grant of Security.** The Grantor hereby affirms its grant to the Collateral Agent for the benefit of the Secured Parties set forth in the Security Agreement of, and grants to the Collateral Agent for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the Intellectual Property (including the Patents and Trademarks listed on Schedules I and II attached hereto) to secure the Secured Obligations.

**Section 2. Recordation.** The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

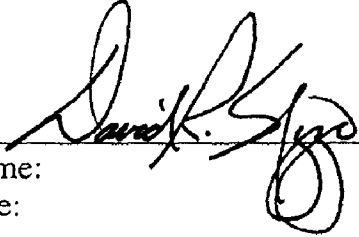
**Section 3. Grants, Rights and Remedies.** This Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

**Section 4. Miscellaneous.** The Grantor agrees that neither this Agreement nor any term hereof may be changed, waived, discharged or terminated, except by an instrument in writing signed by the party (including, if applicable, any party required to evidence its consent to or acceptance of this Agreement) against whom enforcement of such change, waiver, discharge or termination is sought. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

**Section 5. Governing Law.** THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN THE COMMONWEALTH OF PENNSYLVANIA, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS.

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

AULT INCORPORATED

By:   
Name:  
Title:

**SCHEDULE I**

**REGISTERED AND APPLIED-FOR TRADEMARKS**

<b>Reg. No.</b>	<b>Country</b>	<b>Mark</b>	<b>Owner</b>	<b>Registration Date</b>
75/265,758/ 2,189,015	USA	AULT	Ault Incorporated	9/15/98
75/265,893/ 2,150,742	USA	Stylized "A" (design only)	Ault Incorporated	4/14/98
75/265,774/ 2,150,740	USA	AULT	Ault Incorporated	4/14/98
73/097,079/ 1,087,219	USA	A (design plus word, letters and/or numbers)	Ault Incorporated	3/14/78 (Reviewed 1/29/98)

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