

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Fabreeka International Holdings, Inc.		04/20/2011	CORPORATION: MASSACHUSETTS
Fabreeka International, Inc.		04/20/2011	CORPORATION: MASSACHUSETTS
Tech Products Corporation		04/20/2011	CORPORATION: OHIO
Fabreeka GB, Inc.		04/20/2011	CORPORATION: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	Fifth Third Bank, as Agent
Street Address:	222 South Riverside Plaza
Internal Address:	30th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	a banking corporation: OHIO

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3157886	FABLENE
Registration Number:	0761061	FABREEKA
Registration Number:	0755423	FABCEL LEV-L
Registration Number:	0697555	FABCO
Registration Number:	0701961	FABCEL
Registration Number:	0381144	FABCO
Registration Number:	0138447	FABREEKA

CORRESPONDENCE DATA

Fax Number: (312)609-5005

900189939

**TRADEMARK
 REEL: 004526 FRAME: 0447**

CH \$190.00 3157886

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (312) 609-7838
Email: podonoghue@vedderprice.com
Correspondent Name: Patricia O'Donoghue, Vedder Price P.C.
Address Line 1: 222 North LaSalle Street
Address Line 2: Suite 2500
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	31417.00.0041-H.POITRAS
NAME OF SUBMITTER:	Patricia O'Donoghue
Signature:	/Patricia O'Donoghue/
Date:	04/21/2011

Total Attachments: 10

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PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

THIS PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (this "Agreement"), dated as of April 20, 2011 by Fabreeka International Holdings, Inc., a Massachusetts corporation ("Holdings"), Fabreeka International, Inc., a Massachusetts corporation ("Fabreeka"), Tech Products Corporation, an Ohio corporation ("Tech Products"), Fabreeka GB, Inc., a Massachusetts corporation ("Fabreeka GB") (Holdings, Fabreeka, Tech Products and Fabreeka GB are individually referred to as a "Grantor" and collectively referred to as "Grantors"), in favor of FIFTH THIRD BANK, an Ohio banking corporation, as agent (in such capacity, "Agent") for itself and the other Lenders (as defined below).

RECITALS

A. The Grantors have entered into a Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") with various financial institutions party thereto from time to time (the "Lenders") and Agent, pursuant to which the Lenders have agreed to make loans to, and issue or participate in letters of credit for the account of, the Grantors and/or their affiliates.

B. Pursuant to the Loan Agreement, the Grantors are required to execute and deliver to Agent, for its benefit and the ratable benefit of the Lenders, this Agreement.

C. Pursuant to the terms of the Loan Agreement, the Grantors have granted to Agent, for the benefit of the Lenders, a security interest in all the assets of the Grantors, including all right, title and interest of the Grantors in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantors under the Loan Agreement.

In consideration of the mutual agreements set forth herein and in the Loan Agreement, each Grantor does hereby grant to Agent, for the benefit of the Lenders, a continuing 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:

- (1) each trademark, trademark registration and trademark application, including, without limitation, each trademark, trademark registration and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith (collectively, "Trademarks");
- (2) each Trademark license, including, without limitation, each Trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement

of any Trademark, including, without limitation, any Trademark referred to in Schedule 1 annexed hereto, any Trademark issued pursuant to a trademark application referred to in Schedule 1 and any Trademark licensed under any Trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the “Trademark Collateral”);

- (4) each patent, patent registration and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith (collectively, “Patents”);
- (5) each Patent license, including, without limitation, each Patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith;
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement of any Patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any Patent issued pursuant to a patent application referred to in Schedule 2 and any Patent licensed under any Patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the “Patent Collateral”);
- (7) each copyright, copyright registration and copyright applications referred to in Schedule 3 annexed hereto, together with any reissues, renewals, continuations or extensions thereof and all goodwill associated therewith (collectively, “Copyrights”);
- (8) each Copyright license, including, without limitation, each Copyright license listed on Schedule 3 annexed hereto, together with all goodwill associated therewith; and
- (9) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement of any Copyright, including, without limitation, any Copyright referred to in Schedule 3 annexed hereto, any Copyright issued pursuant to a copyright application referred to in Schedule 3 and any Copyright licensed under any Copyright license listed on Schedule 3 annexed hereto (items 7 through 9 being herein collectively referred to as the “Copyright Collateral”).

This security interest is granted in conjunction with the security interests granted to Agent, for the benefit of itself and the Lenders, pursuant to the Loan Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral, the Patent Collateral and the Copyright Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Loan Agreement.


[Signature pages follow]

Signature Page to Patent, Trademark and Copyright Security Agreement

Each of the Grantors has caused this Patent, Trademark and Copyright Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.


GRANTORS:

**FABREEKA INTERNATIONAL
HOLDINGS, INC., a Massachusetts corporation**

By: 


J. Patrick Norton
President and Chief Executive Officer

**FABREEKA INTERNATIONAL, INC., a
Massachusetts corporation**

By: 

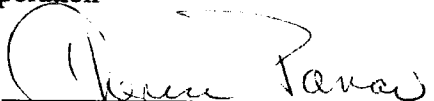
J. Patrick Norton
President

**TECH PRODUCTS CORPORATION, an
Ohio corporation**

By: 

Daniel R. Rork
President

**FABREEKA GB, INC., a Massachusetts
corporation**

By: 

Theresa C. Panaro
President

Signature Page to Patent, Trademark and Copyright Security Agreement

Acknowledged:

FIFTH THIRD BANK, as Agent

By: Adolph G. Letke

Adolph G. Letke
Vice President

SCHEDULE 1
TO
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

U.S. Trademarks:

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Int. Class</u>	<u>Owner</u>	<u>Status</u>
FABLENE	3,157,886	10/17/2006	7	Fabreeka International, Inc.*	Registered
FABREEKA	761,061	12/3/1963	17	Fabreeka International, Inc.*	Renewed
FABCEL LEV-L	755,423	8/27/1963	7	Fabreeka International, Inc.*	Renewed
FABCO	697,555	5/10/1960	17	Fabreeka International, Inc.*	Renewed
FABCEL	701,961	7/26/1960	17	Fabreeka International, Inc.*	Renewed
FABCO	381,144	9/10/1940	7	Fabreeka International, Inc.*	Renewed
FABREEKA (stylized)	138,447	12/28/1920	7	Fabreeka International, Inc.*	Renewed

* A trademark assignment has been filed with the USPTO recording the name change from Fabreeka International, Inc. to Fabreeka International Holdings, Inc.

Foreign Trademark/Service Mark Registrations and Applications

<u>Mark</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Renewal Date</u>	<u>Filing Date</u>	<u>Int. Class(es)</u>	<u>Owner</u>	<u>Status</u>
FABREEKA	Australia	264030	4/23/2016	12/4/1972	17	Fabreeka International, Inc.	Registered
FABCEL	Australia	247889	4/23/2016	4/23/1971	17	Fabreeka International, Inc.	Registered
FABCEL LEV-L	Australia	247890	4/23/2016	4/23/1971	7	Fabreeka International, Inc.	Registered
FABREEKA	Australia	247892	4/23/2016	4/23/1971	7	Fabreeka International, Inc.	Registered
FABREEKA	Benelux	R666524	10/18/2018	10/18/1971	7, 12, 17	Fabreeka International, Inc.	Renewed

FABCEL	Benelux	R70272	10/18/2017	10/18/1971	7, 12, 17	Fabreeka International, Inc.	Renewed
FABCEL LEV-L	Benelux	R66525	10/18/2020	10/18/1971	7	Fabreeka International, Inc.	Renewed
FABCEL LEV-L	Canada	TMA144,429	3/18/2011* * Date reflected in our search. Company has indicated renewed through 2020.	5/21/1965	7	Fabreeka International, Inc.	Renewed.
FABREEKA	Canada	TMDA 026440	5/7/2015	5/7/1920	7, 17	Fabreeka International, Inc.	Renewed
FABCO	Canada	TMA149,618	3/10/2012	5/21/1965	6, 7	Fabreeka International, Inc.	Renewed
FABCEL	Canada	TMA145,243	5/13/2011	5/21/1965	12	Fabreeka International, Inc.	Renewed
FABREEKA	China	1528843	2/27/2011* * Date reflected in our search. Company has indicated renewed through 2021.	8/9/1999	17	Fabreeka International Incorporation	Renewed
FABCEL	France	N1602532	7/15/2020	7/16/1990	17	Fabreeka International, Inc.	Renewed
FABCEL LEV-L	France	N1602531	7/15/2020	7/16/1990	7	Fabreeka International, Inc.	Renewed
FABREEKA	France	N1545461	12/17/2017	12/18/1987	7, 17	Fabreeka International, Inc.	Renewed
FABCEL LEV-L	Germany	886401	8/31/2020	8/17/1970	7	Fabreeka International,	Renewed

						Inc.	
FABREEKA	Germany	794141	1/31/2013	1/21/1963	7, 20	Fabreeka International, Inc.	Renewed
FABREEKA	Korea	4006015400000	12/2/2014	11/21/2002	7, 17	Fabreeka International, Inc.	Registered
FABCEL LEV-L	Italy	1321260	8/27/2020	8/27/1970	7	Fabreeka International, Incorporated	Renewed
FABCEL	Italy	1321262	8/27/2020	8/27/1970	17	Fabreeka International, Incorporated	Renewed
FABREEKA	Italy	1084979	5/31/2014	5/31/2004	7	Fabreeka International, Inc.	Registered
FABREEKA	Italy	1037384	3/7/2013	3/7/1963	17	Fabreeka International, Inc.	Renewed
FABREEKA	Spain	623311M	8/24/2020	8/25/1970	7	Fabreeka International Incorporated	Renewed
FABCEL	Spain	623313M	8/24/2020	8/25/1970	17	Fabreeka International Incorporated	Renewed
FABCEL LEV-L	Spain	623314M	8/24/2020	8/25/1970	7	Fabreeka International Incorporated	Renewed
FABREEKA	Spain	623312M	8/24/2020	8/25/1970	17	Fabreeka International Inc.	Renewed
FABCEL LEV-L	Switzerland	385079	8/6/2020	8/6/1990	7	Fabreeka International Incorporated	Registered
FABCEL	Switzerland	385078	8/6/2020	8/6/1990	17	Fabreeka International Incorporated	Registered
FABREEKA	Switzerland	321692	10/12/2012	10/12/1982	7, 17	Fabreeka International Inc.	Registered
FABREEKA	United Kingdom	844051	1/18/2018	1/18/1963	7	Fabreeka International Inc.	Renewed
FABREEKA	United Kingdom	844052	1/18/2018	1/18/1963	17	Fabreeka International Inc.	Renewed
FABCEL	United Kingdom	844048	1/18/2018	1/18/1963	17	Fabreeka International Inc.	Renewed
FABLENE	European	5018692	4/13/2016	4/13/2006	7	Fabreeka	Registered

	Community Trade Mark					International, Inc.	
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Unregistered trademarks owned by Fabreeka International Holdings, Inc.:

- PAT (Precision Air Tables)
- PAM (Precision Air Mounts)
- PAL (Precision Air Leveler)
- DELTA K

Intellectual Property Licenses:

Settlement Agreement between Fabreeka Bandtransport B.V., Derco Beheer B.V., Derco USA Inc., Derco B.V., Fabreeka Onroerend goed B.V., and Fabreeka International, Inc., dated September 29, 2010.

Computer Software Licenses:

- Macola ES License (Tech Products Corporation) (expires May 12, 2011)
- Exact Event Manager License (expires December 5, 2011)
- Exact Pervasive Data Integrator License (expires June 29, 2011)
- Exact Synergy Enterprise License (expires June 29, 2011)

SCHEDULE 2
TO
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

Patents, Patent Applications and Patent Licenses

None.

SCHEDULE 3
TO
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

Copyrights, Copyright Applications and Copyright Licenses

Title	Registration No.	Date of First Publication	Owner
Conveyor belting for the tobacco industry	TX0000313092	5/15/1979	Fabreeka Products Company*

* Name change documentation has been filed with the U.S. Copyright Office to record the name changes for Fabreeka Products Company to Fabreeka International, Inc., and then Fabreeka International, Inc. to Fabreeka International Holdings, Inc.