

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
Lapmaster International, LLC		10/13/2003	Limited Liability Company: ILLINOIS

RECEIVING PARTY DATA	
Name:	Cole Taylor Bank
Street Address:	111 West Washington Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 4		
Property Type	Number	Word Mark
Registration Number:	1147047	LAPMASTER
Registration Number:	0671714	LAPMASTER
Registration Number:	0667703	LAPMASTER
Registration Number:	0671371	LAPMASTER

CORRESPONDENCE DATA	
Fax Number:	(312)863-7809
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	ian.hathaway@goldbergkohn.com
Correspondent Name:	Ian Hathaway
Address Line 1:	55 East Monroe, Suite 3700
Address Line 2:	Goldberg, Kohn, et al
Address Line 4:	Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	5055.005
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NAME OF SUBMITTER:	Ian Hathaway
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OP \$115.00 1147047

Total Attachments: 14

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**COPYRIGHT, PATENT, TRADEMARK
AND LICENSE SECURITY AGREEMENT**

This Copyright, Patent, Trademark and License Security Agreement (this "**Agreement**"), made as of this 13TH day of OCTOBER, 2003 by LAPMASTER INTERNATIONAL, LLC, an Illinois limited liability company, with its chief executive office and principal place of business at 6400 West Oakton Street, Morton Grove, Illinois 60053 ("**Borrower**") in favor of COLE TAYLOR BANK, with an office at 111 West Washington Street, Chicago, Illinois 60603 ("**Lender**");

W I T N E S S E T H:

WHEREAS, Lender and Borrower are parties to a certain Loan and Security Agreement of even date herewith (as amended from time to time, the "**Loan Agreement**"), which Loan Agreement provides, among other things, (i) for Lender to, from time to time, extend credit to or for the account of Borrower and (ii) for the grant by Borrower to Lender of a security interest in substantially all of Borrower's assets, including, without limitation, the copyrights, copyright agreements, copyright applications, patents, patent applications, trademarks, trademark applications, trade names, service marks, service mark applications, goodwill and certain licenses of Borrower;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Borrower agrees as follows:

1. **Capitalized Terms.** All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. **Grant of a Security Interest.** To secure the complete and timely satisfaction of all of the Liabilities, Borrower hereby grants a continuing security interest to Lender, having priority over all other security interests, in and to all of Borrower's now existing and hereafter created or acquired:

(a) copyrights, rights and interests in copyrights, works protectable by copyrights, copyright registrations and copyright applications, including, without limitation, the copyright registrations and applications listed on Exhibit A attached hereto and hereby made a part hereof, and (i) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (ii) all income, damages and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing, together with the items described in clauses (i)-(iv) of this subsection 2(a), are sometimes hereinafter referred to individually as a "**Copyright**" and, collectively, as the "**Copyrights**");

(b) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Exhibit B attached hereto and hereby made a part hereof, and (i) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (ii) all income, damages and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (i)-(iv) of this subsection 2(b), are sometimes hereinafter referred to individually as a "**Patent**" and, collectively, as the "**Patents**");

(c) trademarks, trademark registrations, trademark applications, trade names and tradestyles, service marks, corporate names, company names, business names, fictitious names, service mark registrations and service mark applications, including, without limitation, the trademarks, trade names, service marks, registrations and applications for registration listed on Exhibit C attached hereto and hereby made a part hereof, and (i) renewals or extensions thereof, (ii) all income, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names and tradestyles, service marks and applications and registrations thereof, together with the items described in clauses (i)-(iv) of this subsection 2(c), are sometimes hereinafter referred to individually as a "**Trademark**", and, collectively, as the "**Trademarks**" provided, however, that the terms Trademark or Trademarks shall not include any marks that Borrower presently intends to use and for which Borrower has filed an intent-to-use application with the United States Patent and Trademark Office, subject to Paragraph 5 below;

(d) all license agreements with respect to any of the Patents or the Trademarks or any other patent, trademark, service mark or any registration or application for registration or any other tradename or tradestyle between Borrower and any other party, whether Borrower is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Exhibit D attached hereto and hereby made a part hereof and excluding all license agreements which, according to their terms, may not be assigned without the prior written consent of the licensors thereto (all of the foregoing license agreements and Borrower's rights thereunder are referred to collectively as the "**Licenses**"); and

(e) the goodwill of Borrower's business connected with and symbolized by the Trademarks.

This Agreement is not intended to affect title to the Copyrights, Patents Trademarks and Licenses, which are or will become, vested in Lender, except as otherwise provided for by this Agreement.

Upon the occurrence of an Event of Default, Lender shall have the power, to the extent permitted by law, to sell the Copyrights, Patents, Trademarks and Licenses.

3. **Warranties, Representations and Covenants.** Borrower warrants and represents to Lender that:

(a) None of the Copyrights, Patents, Trademarks and Licenses have been adjudged invalid or unenforceable or have been canceled, in whole or in part, or are not presently subsisting;

(b) Each of the Copyrights, Patents, Trademarks and Licenses is valid and enforceable;

(c) Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Copyrights, Patents, Trademarks and Licenses, free and clear of any liens (except for Permitted Liens), charges and encumbrances, including, without limitation, security interests, assignments, licenses, shop rights and covenants by Borrower not to sue third persons;

(d) Borrower has adopted, used and is currently using all of the Trademarks except as noted on Schedule 3(d);

(e) Borrower has no notice of any suits or actions commenced or threatened with reference to any of the Copyrights, Patents, Trademarks and Licenses except as disclosed on Schedule A of the Loan Agreement; and

(f) Borrower has the right to execute and deliver this Agreement and perform its terms.

4. **Restrictions on Future Agreements.** Borrower agrees that until the Liabilities shall have been satisfied in full and the Loan Agreement shall have been terminated, Borrower shall not abandon, sell or assign its interest in, or grant any license under, the Copyrights, Patents, Trademarks or Licenses, or enter into any other agreement with respect to the Copyrights, Patents, Trademarks or Licenses which is inconsistent with the obligations under this Agreement, without the prior written consent of Lender, and Borrower further agrees that it shall not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights transferred to Lender under this Agreement.

5. **New Copyrights, Patents and Trademarks.** Borrower represents and warrants that the Copyrights, Patents, Trademarks and Licenses listed on Exhibits A, B, C, and D, respectively, constitute all of the Copyrights, Patents, Trademarks and Licenses now

owned by Borrower. If, before the Liabilities shall have been satisfied in full or before the Loan Agreement has been terminated, Borrower shall (i) obtain rights to any new patentable inventions, Copyrights, Patents, Trademarks or Licenses, or (ii) become entitled to the benefit of any Copyrights, Patents, Trademarks or Licenses, or any improvement on any Patent, the provisions of this Agreement shall automatically apply thereto and Borrower shall give to Lender prompt written notice thereof. Borrower hereby authorizes Lender to modify this Agreement by amending Exhibits A, B, and C, and D as applicable, to include any such Copyrights, Patents, Trademarks and Licenses.

6. **Term.** The term of the security interest granted herein shall extend until the date upon which all of the Liabilities have been paid in full and the Loan Agreement has been terminated.

7. **Release of Security Interest.** This Agreement is made for security purposes only and is not intended to constitute a present assignment of Borrower's ownership interest in the Copyrights, Patents, Trademarks and Licenses. Upon payment in full of the Liabilities and termination of the Loan Agreement, Lender shall execute and deliver to Borrower all deeds, assignments and other instruments, and shall take such other actions, as may be necessary or proper to re-vest in Borrower full title to the Copyrights, Patents, Trademarks and Licenses, subject to any disposition thereof which may have been made by Lender pursuant hereto or pursuant to the Loan Agreement.

8. **Expenses.** All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Borrower. All fees, costs and expenses, of whatever kind or nature, including attorneys' and paralegals' fees and legal expenses, incurred by Lender in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Copyrights, Patents, Trademarks and Licenses, or in defending or prosecuting any actions or proceedings arising out of or related to the Copyrights, Patents, Trademarks and Licenses, shall be borne by and paid by Borrower on demand by Lender and until so paid shall be added to the principal amount of the Liabilities and shall bear interest at the highest rate applicable to the Loans from time to time.

9. **Duties of Borrower.** To the extent deemed necessary in the exercise of Borrower's reasonable business judgment, Borrower shall have the duty (i) to prosecute diligently any copyright, patent, trademark or service mark applications pending as of the date hereof or thereafter until the Liabilities shall have been paid in full, (ii) to make application on unpatented but patentable inventions and on Trademarks and service marks, as appropriate, (iii) to preserve and maintain all rights in the Copyrights, Patents, Trademarks and Licenses, and (iv) to ensure that the Copyrights, Patents, Trademarks and Licenses are and remain enforceable. Any expenses incurred in connection with Borrower's obligations under this Section 9 shall be borne by Borrower. To the extent deemed necessary in the exercise of Borrower's reasonable business judgment, Borrower shall not abandon any

Copyright, Patent, Trademark or License or abandon any pending patent application, copyright application and trademark application without the written consent of Lender.

10. **Lender's Right to Sue.** After the occurrence and during an Event of Default, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Copyrights, Patents, Trademarks and Licenses, and, if Lender shall commence any such suit, Borrower shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement and Borrower shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses incurred by Lender in the exercise of its rights under this Section 10.

11. **Waivers.** No course of dealing between Borrower and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. **Severability.** The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

13. **Modification.** This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

14. **Cumulative Remedies; Power of Attorney; Effect on Loan Agreement.** All of Lender's rights and remedies with respect to the Copyrights, Patents, Trademarks and Licenses, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Upon the occurrence of and during an Event of Default, Borrower hereby authorizes Lender to make, constitute and appoint any officer or agent of Lender as Lender may select, in its sole discretion, as Borrower's true and lawful attorney-in-fact, with power to (i) endorse Borrower's name on all applications, documents, papers and instruments necessary or desirable for Lender in the use of any or all of the Copyrights, Patents, Trademarks and Licenses, (ii) take any other actions with respect to any or all of the Copyrights, Patents, Trademarks and Licenses Lender deems to be in its best interest, (iii) grant or issue any exclusive or non-exclusive license under any or all of the Copyrights, Patents, Trademarks or Licenses to anyone, (iv) assign, pledge, convey or otherwise transfer title in or dispose of any or all of the Copyrights, Patents, Trademarks or Licenses to anyone, or (v) take any other actions with respect to any or all of the Copyrights, Patents, Trademarks or Licenses as Lender deems to be in its best interests. Borrower hereby ratifies all that such

attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until the Obligations shall have been paid in full and the Loan Agreement has been terminated. Borrower acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Loan Agreement but rather is intended to facilitate the exercise of such rights and remedies. Lender shall have, in addition to all other rights and remedies given it by the terms of this Agreement and the Loan Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code (or such other applicable law) as enacted in any jurisdiction in which the Copyrights, Patents, Trademarks or Licenses may be located.

15. **Binding Effect; Benefits.** This Agreement shall be binding upon Borrower and its successors and permitted assigns, and shall inure to the benefit of Lender, its successors, nominees and assigns.

16. **GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF ILLINOIS.**

17. **CONSENT TO FORUM AND WAIVERS. ALL ACTIONS OR PROCEEDINGS IN ANY WAY, MANNER OR RESPECT, ARISING OUT OF OR FROM OR RELATED TO THIS AGREEMENT OR THE COLLATERAL SHALL BE LITIGATED IN COURTS HAVING SITUS WITHIN THE CITY OF CHICAGO, STATE OF ILLINOIS. BORROWER HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURTS LOCATED WITHIN SAID CITY AND STATE. BORROWER HEREBY WAIVES ANY RIGHT IT MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT AGAINST BORROWER BY LENDER IN ACCORDANCE WITH THIS PARAGRAPH.**


18. **Headings.** Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

19. **Further Assurances.** Borrower agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Lender shall reasonably request from time to time in order to carry out the purpose of this Agreement and agreements set forth herein.

20. **Survival of Representations.** All representations and warranties of Borrower contained in this Agreement shall survive the execution and delivery of this Agreement and shall be remade on the date of each borrowing under the Loan Agreement.

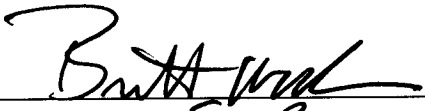
IN WITNESS WHEREOF, Borrower has duly executed this Agreement in favor of Lender as of the date first written above.

LAPMASTER INTERNATIONAL, LLC

By 
Its MANAGER

AGREED AND ACCEPTED THIS
13TH day of OCTOBER, 2003.

COLE TAYLOR BANK

By 
Its SVP

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing Copyright, Patent, Trademark and License Security Agreement was executed and acknowledged before me this 13TH day of OCTOBER, 2003, by BRIAN NELSON, personally known to me to be the MANAGER of LAPMASTER INTERNATIONAL, LLC, an ILLINOIS LIMITED LIABILITY COMPANY corporation, on behalf of such corporation.

Paula S. Snarski

Notary Public

My Commission expires:

8/1/06



STATE OF ILLINOIS)
COUNTY OF COOK) SS

The foregoing Copyright, Patent, Trademark and License Security Agreement was executed and acknowledged before me this 3TH day of OCTOBER, 2003, by BRETT MOOK, personally known to me to be the SENIOR VICE PRESIDENT of COLE TAYLOR BANK, on behalf of such corporation.

Paula S. Snarski
Notary Public

My Commission expires:
8/1/06



AFTER FILING RETURN THIS INSTRUMENT TO:
Esther S. Barron, Esq.
Goldberg, Kohn, Bell, Black,
Rosenbloom & Moritz, Ltd.
55 East Monroe Street
Suite 3700
Chicago, Illinois 60603

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

None.

EXHIBIT C

Trademarks

TRADEMARK	REG. NUMBER	REG. DATE	SERIAL NUM.	FILING DATE
LAPMASTER	1,147,047	02/17/81	73/184,551	09/05/78
LAPMASTER	0,671,714	12/30/58	72/026,334	03/18/57
LAPMASTER	0,667,703	09/30/58	72/026,333	03/18/57
LAPMASTER	0,671,371	03/18/57	72/026,332	12/23/58

EXHIBIT D

Licenses

None.

SCHEDULE 3(d)

Excluded Trademarks

None.