

12-08-2009



REC  
1

103582891

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

507.21  
12.7.09

1. Name of conveying party(ies):

Omnimold, LLC

- Individual(s)
- General Partnership
- Corporation- State: \_\_\_\_\_
- Other limited liability company - Ohio
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance )/Execution Date(s) :

Execution Date(s) November 23, 2009

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: First National Bank

Internal

Address: 112 West Market St.

Street Address: \_\_\_\_\_

City: Orrville

State: OH

Country: USA

Zip: 44667

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other bank

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

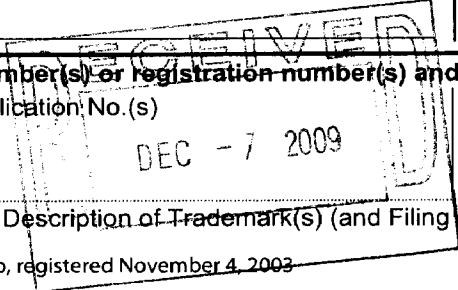
2780843

B. Trademark Registration No.(s)

Additional sheet(s) attached?  Yes  No

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

Midwest Tooling Group, registered November 4, 2003



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

Name: Robert C Berry

Internal Address: \_\_\_\_\_

Street Address: 4996 Foote Road

City: Medina

State: Ohio

Zip: 44256

Phone Number: 330-723-6404

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

12/08/2009 MJAMA1 00000007 2780843  
Deposit Account Number \_\_\_\_\_

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

40.00 OP

9. Signature:

Robert C Berry  
Signature

12/1/09  
Date

Robert C. Berry  
Name of Person Signing

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

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT ("IP Security Agreement"), effective November 23, 2009, is made and delivered by OMNIMOLD, LLC, an Ohio limited liability company having its principal office at 100 Park Place, Chagrin Falls, Ohio 44022 ("Debtor") to and in favor of FIRST NATIONAL BANK, having its principal office at 112 West Market St., Orrville, Ohio 44667 ("Bank").

WITNESSETH:

WHEREAS, the Debtor is a party to a Security Agreement dated even date herewith (the "Security Agreement") in favor of Bank pursuant to which the Debtor is required to execute and deliver this IP Security Agreement to Bank;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, in consideration of the premises and to induce the Bank to enter into the Loan Agreement, the Debtor hereby agrees with the Bank as follows:

1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

2. Grant of Security Interest in Copyright Collateral. Debtor hereby pledges and grants to Bank for the benefit of the Bank a continuing lien on and security interest in and to all of its right, title and interest in, to and under all of the following Collateral in each case, whether now owned or existing or hereafter acquired, created or arising or assigned to Debtor, and wherever located:

(a) All United States and foreign copyrights (including European Union Community designs), including but not limited to copyrights in software and all rights in and to databases, and all mask works (as defined under 17 U.S.C. 901 of the U.S. Copyright Act), whether registered or unregistered and whether published or unpublished (and whether statutory or common law), protectable designs, moral rights, reversionary interests, termination rights, and, with respect to any and all of the foregoing: (i) all registrations and applications thereof including but not limited to the registrations and applications listed on Schedule 1 hereto, (ii) all extensions and renewals thereof, (iii) all rights to sue or otherwise recover payments and damages for past, present and future infringements thereof, (iv) all proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto, and (v) all other rights and privileges of any kind accruing thereunder or pertaining thereto, all throughout the world (collectively, "Copyrights");

(b) Any and all written agreements, licenses and covenants providing for the granting of any right in or to any Copyrights;

(c) All United States and foreign trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, uniform resource locations (URLs), service marks, certification marks, collective marks, slogans, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or unregistered and whether statutory or common law (and whether owned by or assigned to Debtor), including, but not limited to: (i) all registrations and applications (including intent to use

applications) thereof including but not limited to the applications and registrations listed on Schedule 2 hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover payments and damages for any past, present and future infringement, dilution or other violation of any of the foregoing, or for any injury to goodwill, (v) all proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights and privileges of any kind accruing thereunder or pertaining thereto, all throughout the world (collectively "Trademarks");

(d) Any and all written agreements, licenses and covenants providing for the granting of any right in or to any Trademarks;

(e) All United States and foreign patents and certificates of invention, or similar industrial property rights, and applications for any of the foregoing (including those assigned to Debtor), including, but not limited to: (i) all patents and patent applications (including published and unpublished applications and provisional applications) thereof including but not limited to each patent and patent application listed on Schedule 3 hereto, (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, reissues and reexaminations thereof, (iii) all rights to sue or otherwise recover payments and damages for past, present and future infringements thereof, (iv) all licenses, claims, damages, and proceeds of suit arising therefrom, (v) all proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights and privileges of any kind accruing thereunder or pertaining thereto, all throughout the world (collectively, "Patents");

(f) All written agreements, licenses and covenants providing for the granting of any right in or to any Patent;

(g) All written agreements, licenses and covenants with respect to any intellectual property (including without limitation any patent, trademark or copyright) with Debtor as a licensee, together with: (i) all renewals, extensions, supplements and continuations thereof, (ii) all rights to sue or otherwise recover for past, present and future infringements or breaches thereof, (iii) all proceeds of the foregoing, including, without limitation income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, and (iv) other rights and privileges of any kind accruing thereunder or pertaining thereto (including the right to use, exploit or practice any or all of the such intellectual property), throughout the world; and

(h) All goodwill connected with Debtor's business including without limitation all goodwill connected with: (i) the use of and symbolized by any of the foregoing IP Collateral, (ii) all know-how, trade secrets, customer and supplier lists (including, without limitation, panels and panelist lists), proprietary information, inventions, ideas, methods, processes, procedures, formulae, descriptions, compositions, technical data, drawings, specifications, name plates, catalogs, confidential information and the right to limit the use or disclosure thereof by any person, pricing and cost information, business and marketing plans and proposals, consulting agreements, engineering contracts and such other assets which relate to such goodwill, and (iii) all product lines of such Debtor's business (collectively, "Goodwill") ((a) – (h) collectively, "IP Collateral").

3. Security Agreement. The security interest granted pursuant to this IP Security Agreement is granted in conjunction with the security interest granted to the Bank pursuant to the Security Agreement, and Debtor hereby acknowledges and affirms that the rights and remedies of the Bank with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision to this IP Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

4. Covenant. In addition to the covenants contained in the Security Agreement, Debtor hereby covenants and agrees to pay all fees, including but not limited to trademark renewal fees, patent maintenance fees, patent reissue fees, and similar fees, in connection with the maintenance and renewal of the IP Collateral.

5. Termination. Upon the payment in full of the Obligations and termination of the Security Agreement, the Bank shall execute, acknowledge and deliver to the Debtor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the IP Collateral under this IP Security Agreement.

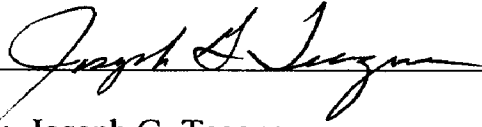
6. Recordation. Debtor acknowledges and agrees that this IP Security Agreement and the grant of security interest herein may be filed or recorded by the Bank with the Ohio Secretary of State, the United States Patent and Trademark Office, the U.S. Copyright Office, and others as the Bank deems appropriate.

7. Counterparts. This IP Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this IP Security Agreement by signing and delivering one or more counterparts.

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Executed on November 23, 2009.

**OMNIMOLD, LLC**

By  \_\_\_\_\_

Name: Joseph G. Teague  
Title: President

**FIRST NATIONAL BANK**

By  \_\_\_\_\_

Name: John R. Macks  
Title: Vice President

**Schedule 1 to Intellectual Property Security Agreement**

OMNIMOLD, LLC

Copyright Registrations

CopyrightRegistration NumberRegistration Date**Schedule 2 to Intellectual Property Security Agreement**

OMNIMOLD, LLC

Trademark Registrations

TrademarkRegistration NumberRegistration Date

MIDWEST TOOLING GROUP

2780843

November 4, 2003

**Schedule 3 to Intellectual Property Security Agreement**

OMNIMOLD, LLC

Patents

TitlePatent No.Date of PatentINTERCHANGEABLE BLOW  
MOLD PARISON CLOSING  
APPARTUS

US 7,108,497 B2

September 19, 2006

BLOW MOLD WITH  
REMOVABLE INSERTS

US 6,659,750 B1

December 9, 2003