

06-08-1998

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

Tab settings

To the Honorable Commissioner

100729846

attached original documents or copy thereof

1. Name of conveying party(ies):

Tri-Tech, Inc.  
1500 Meriden Road  
Waterbury, Connecticut 06705

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Other

Execution Date: May 29, 1998

2. Name and address of receiving party(ies):

Name: Fleet National Bank

Internal Address:

Street Address: 777 Main Street

City: Hartford State: CT ZIP: 06103

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

08/601,726; 08/770,378; 08/925,189;  
08/536,654; 09/030,781; 60/051,494;  
60,057,683

B. Patent No.(s)

5,465,020; 5,702,420; 5,611,508; 5,126,605;  
4,884,333; 4,841,189; 4,714,853; 4,274,026;  
4,244,099

Additional numbers attached? ☐ Yes ☒ No

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

Name: R. William Reinsmith

Internal Address:

Murtha, Cullina, Richter & Pinney LLC

Street Address: 185 Asylum Street

CityPlace I, 29th Floor

City: Hartford State: CT ZIP: 06103

6. Total number of applications and patents involved: 16

7. Total fee (37 CFR 3.41): \$ 640.00

☐ Enclosed

☒ Authorized to be charged to deposit account

8. Deposit account number:

08-1388

(Attach duplicate copy of this page if paying by deposit account)

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9. Statement and signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

R. William Reinsmith  
Name of Person Signing

Signature

Date

Total number of pages comprising cover sheet:

13

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PATENT SECURITY INTEREST AGREEMENT

WHEREAS, TRI-TECH, INC., a Connecticut corporation having its offices at 1500 Meriden Road, Waterbury, Connecticut 06705 ("Grantor"), owns certain patent properties; and

WHEREAS, Grantor has agreed to grant a first priority interest in such patent properties to secure payment of amounts owing under a Revolving Credit, Term Loan and Security Agreement dated May 29, 1998 as the same may be amended, supplemented or modified from time to time (the "Loan Agreement"), between Grantor, Tritex Corporation, a Delaware corporation ("Tritex") and Haydon Switch & Instrument, Inc., a Delaware corporation ("Haydon") (Grantor, Tritex and Haydon collectively herein the "Borrower") and Fleet National Bank, a national banking association having an office at 777 Main Street, Hartford, Connecticut 06115 ("Grantee").

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows.

1. GRANT. Grantor does hereby mortgage, pledge and grant to Grantee a security interest in all of Grantor's right, title and interest in, to and under the following:

- a) all United States patents and patent applications and foreign patents and patent applications, whether presently existing or hereafter arising or acquired, owned by Grantor including, without limitation, those listed in Schedule I hereto, together with any reissue, continuation, continuation-in-part, extensions or re-examinations thereof whether presently existing or hereafter arising or acquired;
- b) all patents licensed to and by Grantor, both United States and foreign, whether presently existing or hereafter arising or acquired; and
- c) all products and proceeds of the foregoing and any and all causes of action, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any patent including any patent referred to in

Schedule I, any later acquired patent and any patent licensed under any patent license.

The indicated assets enumerated in the above sub-paragraphs 1(a), (b), and (c) are collectively called the "Collateral."

2. REPRESENTATIONS AND WARRANTIES. Grantor hereby represents and warrants that the list set forth in Schedule I hereto is a complete list of all extant United States patents and patent applications, and all extant foreign patents and patent applications owned by Grantor; that, except for (i) a partial interest of Anthony R. Sterling in United States Patent No. 5,702,420, (ii) partial interests of Albert Palmero and Charles Hansen in Canadian Patent No. 1,266,294, (iii) partial interests of Charles Hansen and Roy Cooper in Canadian Patent No. 1,302,472 and (iv) the security interest granted to Grantee hereby, Grantor is the owner of all the Collateral, free and clear of all liens, charges, encumbrances, set-offs, defenses and counterclaims of whatsoever kind or nature and has made and will make no assignment, pledge, mortgage, or transfer of any of the Collateral or of the proceeds thereof; that the execution and delivery of this instrument will not conflict with or contravene any contractual restriction binding on Grantor; that, except as heretofore disclosed to Grantee in writing, there are

no legal actions or administrative proceedings pending or threatened before any court or administrative agency involving the Collateral, or any part thereof; and that the Grantor will defend its title to the Collateral against the claims of all persons whatsoever. Grantor hereby further represents and warrants that the Collateral has not been licensed and agrees that it will not grant any license in, to or under any of the Collateral without the prior written consent of the Grantee, which consent shall not be unreasonably withheld.

3. INDEBTEDNESS SECURED. This Agreement secures the Borrower's obligations under the Loan Agreement between the Grantor and the Grantee (except as otherwise defined herein, the terms defined in the Loan Agreement are used herein as therein defined). This Agreement shall continue in full force and effect until terminated in accordance with the provisions of Paragraph 7 below.

4. USE AND OWNERSHIP PRIOR TO DEFAULT. Unless and until an Event of Default shall occur, Grantor shall retain the legal and equitable title to the Collateral, and shall have the right to use the Collateral in the ordinary course of the business of Grantor, but shall not be permitted to sell, assign, transfer, license or otherwise encumber the Collateral or any part thereof

without the prior written consent of Grantee, which consent shall not be unreasonably withheld or delayed. Grantor shall not permit the lapse of any of the patents or patent applications for failure to pay maintenance fees or permit the abandonment of any patent application without the prior written consent of Grantee, which consent shall not be unreasonably withheld or delayed.

5. REMEDIES UPON OCCURRENCE OF EVENT OF DEFAULT. (a)

Upon the occurrence of an Event of Default, Grantee shall have all of the rights and remedies provided under the Loan Agreement. Grantor will, in the event of a sale, duly execute and acknowledge all documents necessary or advisable to record title to the Collateral in the name of the purchaser, including valid, recordable assignments of all of its interests in any and or all patents and patent applications including, without limitation, those listed in Schedule I hereof. In the event that Grantor should then fail or refuse to execute and deliver any or all documents necessary or advisable to record title to the Collateral in the name of the purchaser, Grantor does hereby irrevocably appoint Grantee its attorney-in-fact to execute any or all of such documents on Grantor's behalf.

(b) Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the 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.

6. TERMINAL DISCLAIMERS. If any patent subject to this Agreement is or becomes subject to a terminal disclaimer, it is agreed between the parties that this security interest extends to the patent necessitating the disclaimer and that such patent may not be sold or otherwise alienated during the term of this Agreement without the written consent of Grantee. Grantor hereby agrees to promptly notify Grantee prior to the filing of any terminal disclaimer and shall do so only upon written consent of Grantee which consent shall not be unreasonably withheld or delayed.

7. TERMINATION. This Agreement, and the security interest of Grantee hereunder, shall terminate when all indebtedness secured hereby has been fully paid and satisfied, at which time Grantee shall release to Grantor Grantee's security interest in the Collateral and, if requested by Grantor, shall execute and file in each office in which any

financial statement, assignment or other instrument relative to the Collateral, or any part thereof, shall have been filed, a termination statement, assignment or other appropriate instrument releasing Grantee's interest therein, all at the cost and expense of Grantor.

IN WITNESS WHEREOF, the parties have caused this Patent Security Interest Agreement to be executed by their duly authorized officers as of the 29<sup>th</sup> day of May, 1998.

TRI-TECH, INC.

By: B. Dubois  
Name: B. Dubois  
Title: President

FLEET NATIONAL BANK

By: T. B. Curtin  
Name: Timothy B. Curtin  
Title: Vice President

State of Connecticut)

) ss: Hartford  
County of Hartford )

On this 29<sup>th</sup> day of May, 1998, personally appeared B. Dubois, to me known and known to me to be President of TRI-TECH, INC., a Connecticut corporation, the party above named, and acknowledged that he/she executed the foregoing document on behalf of said TRI-TECH, INC. and pursuant to authority duly received.

Rosalie M. Dezi  
Notary Public

**ROSALIE M. DEZI**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES JULY 31, 1999



State of Connecticut)

County of Hartford )

ss: *Hartford*

On this 29<sup>th</sup> day of May, 1998, personally appeared Timothy B. Curtin, to me known and known to me to be Vice President of FLEET NATIONAL BANK, a national banking association, the party above named, and acknowledged that he executed the foregoing document on behalf of said FLEET NATIONAL BANK and pursuant to authority duly received.

*Rosalie M. Dezi*  
Notary Public

**ROSALIE M. DEZI**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES JULY 31, 1999

SCHEDULE I

United States Patents

US PAT NO: 5,465,020  
DATE ISSUED: 10/07/95  
TITLE: INTEGRAL SHAFT BEARING AND BOBBIN FOR ELECTRIC MOTORS  
INVENTOR: Brian Peterson  
ASSIGNEE: Tri-Tech, Inc.  
APPL-NO: 08/178,907  
DATED FILED: 01/07/94

US PAT NO: 5,702,420\*\*  
DATE ISSUED: 12/30/97  
TITLE: MOTORIZED SUCTION PUNCH FORCEPS  
INVENTOR: Anthony R. Sterling and Albert Palmero  
ASSIGNEE: Anthony R. Sterling and Tri-Tech, Inc.  
APPL-NO: 08/592,623  
DATED FILED: 01/26/96

US PAT NO: 5,611,508  
DATE ISSUED: 03/18/97  
TITLE: HORIZONTALLY ADJUSTABLE MICROPHONE SUPPORT  
INVENTOR: Albert Palmero  
ASSIGNEE: Tri-Tech, Inc.  
APPL-NO: 08/398,094  
DATED FILED: 03/03/95

US PAT NO: 5,126,605  
DATE ISSUED: 06/30/92  
TITLE: OSCILLATING STEPPER MOTOR  
INVENTOR: Albert Palmero  
ASSIGNEE: Tri-Tech, Inc.  
APPL-NO: 07/691,376  
DATE FILED: 04/25/91

US PAT NO: 4,884,333  
DATE ISSUED: 12/05/89  
TITLE: METHOD OF MAKING A STEPPER MOTOR  
INVENTOR: Roy Cooper and Charles Hansen  
ASSIGNEE: Tri-Tech, Inc.  
APPL-NO: 07/312,765  
DATED FILED: 02/21/89

US PAT NO: 4,841,189  
DATE ISSUED: 06/20/89  
TITLE: STEPPER MOTOR AND METHOD OF MAKING SAME  
INVENTOR: Roy Cooper and Charles Hansen  
ASSIGNEE: Tri-Tech, Inc.  
APPL-NO: 07/121,170  
DATED FILED: 12/30/87

US PAT NO: 4,714,853  
DATE ISSUED: 12/22/87  
TITLE: LOW PROFILE ELECTRIC MOTOR  
INVENTOR: Albert Palmero and Charles Hansen  
ASSIGNEE: Tri-Tech, Inc.  
APPL-NO: 06/903,470  
DATED FILED: 09/04/86

US PAT NO: 4,274,026  
DATE ISSUED: 06/16/81  
TITLE: ELECTRIC ROTATING MACHINE  
INVENTOR: Arthur W. Haydon and John J. Dean  
ASSIGNEE: Tri-Tech, Inc.  
APPL-NO: 05/959,010  
DATED FILED: 11/09/78  
REL-US-DATA: Continuation-in-part of Ser. No. 864,395, Dec. 27, 1977, now Defensive Publication No.

US PAT NO.: 4,244,099  
DATE ISSUED: 01/13/81  
TITLE: METHOD OF MAKING AN ELECTRIC ROTATING MACHINE  
INVENTOR: Arthur W. Haydon  
ASSIGNEE: Tri-Tech, Inc.  
APPL-NO: 06/002,807  
DATE FILED: 01/11/79

United States Patent Applications

TITLE: LINEAR/ROTARY MOTOR AND METHOD OF USE  
INVENTOR: Brian Peterson et al.  
ASSIGNEE: Tri-Tech, Inc.  
APPL-NO: 08/601,726  
DATED FILED: 02/02/96

TITLE: SIMPLIFIED ELECTRIC MOTOR CONSTRUCTION  
INVENTOR: Brian Peterson  
ASSIGNEE: Tri-Tech, Inc.  
APPL-NO: 08/770,378  
DATED FILED: 01/07/94

TITLE: LOW-COST LINEAR POSITIONING DEVICE  
INVENTOR: Robert Pulford, Jr.  
ASSIGNEE: Tri-Tech, Inc.  
APPL-NO: 08/925,189  
DATED FILED: 09/08/97

TITLE: SPRING BIASED UNIVERSAL JOINT  
INVENTOR: Robert Pulford, Jr.  
ASSIGNEE: Tri-Tech, Inc.  
APPL-NO: 08/536,654  
DATED FILED: 09/29/95

TITLE: LINEAR/ROTARY MOTOR AND METHOD OF USE  
INVENTOR: Albert Palmero  
ASSIGNEE: Tri-Tech, Inc.  
APPL-NO: 09/030,781  
DATED FILED: 02/26/98

TITLE: COMBINATIONS OF SOLENOIDS AND MOTORS  
INVENTOR: Timothy D. Stacy and Albert Palmero  
ASSIGNEE: Tri-Tech, Inc.  
APPL-NO: 60/051/494  
DATED FILED: 07/01/97

TITLE: LINEAR/ROTARY ELECTROMAGNETIC DEVICE  
INVENTOR: Keith Kowalski and Albert Palmero  
ASSIGNEE: Tri-Tech, Inc.  
APPL-NO: 60/057,683  
DATED FILED: 08/27/97

**Foreign Patents**

CANADIAN PAT. NO.: 1,266,294\*\*

TITLE: LOW PROFILE ELECTRIC MOTOR

ASSIGNEES: Albert Palmero, Charles Hansen and Tri-Tech, Inc.

CANADIAN PAT NO.: 1,302,472\*\*

TITLE: STEPPED MOTOR AND METHOD OF MAKING THE SAME

ASSIGNEES: Charles Hansen, Roy Cooper and Tri-Tech, Inc.

CANADIAN PAT. NO.: 1,129,929

TITLE: WIDE POLE AND TWO-PHASE MOTOR

ASSIGNEE: Tri-Tech, Inc.

CANADIAN PAT. NO.: 1,128,103

TITLE: PLASTIC HOUSING MOTOR

ASSIGNEE: Tri-Tech, Inc.

U.K. PAT. NO.: 2,196,799

TITLE: LOW PROFILE ELECTRIC MOTOR

ASSIGNEE: Tri-Tech, Inc.

**Foreign Applications**

JAPANESE APPLN. NO.: 219290/87

GERMAN APPLN. NO.: P3835474.8-32

\*\*Indicates patents which are co-assigned to parties other than Tri-Tech, Inc.