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attached original documents or copy thereof.

1. Name of conveying party(ies):

Secure Anchoring & Foundation
Equipment, Inc.

7-30-98

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

2. Name and address of receiving party(ies)

Name: Foundations & Anchors, Inc.

Internal Address:

Street Address: 920 Century Building

City: Pittsburgh State: PA ZIP: 15222

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other

Execution Date: July 17, 1998

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)

B. Patent No.(s) 4,843,785
4,882,891
4,974,997

Additional numbers attached? Yes No

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

Name: Daniel L. Wessels

Internal Address: c/o Cohen & Grigsby, P.C.

Street Address: 625 Liberty Avenue

City: Pittsburgh State: PA ZIP: 15222

6. Total number of applications and patents involved:

3

7. Total fee (37 CFR 3.41).....\$ 120.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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

DO NOT USE THIS SPACE

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.

Daniel L. Wessels, Esq.

Name of Person Signing

[Signature]
Signature

7-30-98
Date

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

11

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SECURE ANCHORING & FOUNDATION EQUIPMENT, INC.

SECURITY AGREEMENT

THIS SECURITY AGREEMENT, entered into this 17th day of July, 1998, between SECURE ANCHORING & FOUNDATION EQUIPMENT, INC., a Pennsylvania corporation (the "Debtor"), and FOUNDATIONS & ANCHORS, INC., a Pennsylvania corporation ("F&A").

WITNESSETH:

WHEREAS, the Debtor is in default of payment of a Judgment Note dated November 16, 1999 with a face amount of \$400,000 and an outstanding balance due as of June 30, 1998 of \$721,116.78 (the "Judgment Note") owing to F&A;

WHEREAS, the sole assets of the Debtor are the following three (3) patents: (i) U.S. Patent No. 4,843,785 issued July 4, 1989, (ii) U.S. Patent No. 4,882,891 issued November 28, 1989, and (iii) U.S. Patent No. 4,974,997 issued December 4, 1990 (the "Patents") and any license fees due and payable to the Debtor for the 1998 calendar year pursuant to a License Agreement dated February 7, 1990 between the Corporation and F&A (the "License Fees"); and

WHEREAS, F&A has agreed conditionally to refrain from taking certain legal action and exercising certain other rights and remedies against the Debtor pursuant to a Forbearance Agreement dated the date hereof and, in consideration thereof, the Debtor has agreed to execute and deliver this Security Agreement in favor of F&A;

NOW, THEREFORE, for and in consideration of the Debt, as that term is defined below, and the Forbearance Agreement, and intending to be legally bound, the parties covenant and agree as follows:

1. Definitions. In addition to the words and terms defined elsewhere in this Security Agreement, the following words and terms have the following meanings, unless the context otherwise clearly requires:

"Accounts" has the meaning given to that term in the Code.

"Chattel Paper" has the meaning given to that term in the Code.

"Code" means the Uniform Commercial Code, as in effect on the date of this Security Agreement and as amended from time to time, of the state or states having jurisdiction with respect to all or any portion of the Collateral from time to time.

"Collateral" means collectively the Accounts, Chattel Paper, Documents, Equipment, Fixtures, General Intangibles, Instruments and Inventory, and Proceeds of each of them.

"Debt" means (i) all indebtedness, both principal and interest, of the Debtor to F&A now or in the future evidenced by the Judgment Note, (ii) all costs and expenses incurred by F&A in the collection of any of the Debt or in connection with the enforcement of the Debtor's duties and obligations under this Agreement and any other documents, agreements or instruments between the Debtor and F&A given in connection therewith, including reasonable attorneys' fees and legal expenses, and (iii) all future advances made by F&A for the maintenance, protection, preservation or enforcement of, or realization upon, the Collateral or any portion of the Collateral.

"Documents" has the meaning given to that term in the Code.

"Equipment" has the meaning given to that term in the Code.

"Fixtures" has the meaning given to that term in the Code.

"General Intangibles" has the meaning given to that term in the Code and includes, without limitation, all franchise fees and royalties received by the Debtor, any right to receive distributions or other payments from any joint venture or other entity in which the Debtor owns an interest (to the extent such right does not constitute an Account), all leases under which the Debtor leases and/or obtains a right to occupy or use real or personal property, or both ("Leases"), and all present or future personal property of the Debtor, including without limitation choses in action, trademarks, patents (including without limitation the Patents), licenses, proprietary information and processes, customer lists, and computer programs or source codes and other intellectual property, in all cases whether now owned or hereafter acquired, and shall also include all trade names under which the Debtor does business.

"Inventory" has the meaning given to that term in the Code.

"Instrument" has the meaning given to that term in the Code and includes, without limitation, all negotiable instruments (as defined in the Code) or a certificate or a security (also as defined in the Code) or any writing which evidences a right to the payment of money each owned by the Debtor.

"Proceeds" has the meaning given to that term in the Code and includes, without limitation, whatever is received when Collateral or Proceeds is sold, exchanged, collected or otherwise disposed of, whether cash or non-cash, and includes, without limitation, proceeds of insurance payable by reason of loss or damage to Collateral and proceeds of any lawsuit brought for damage to or diminution in the value of any Collateral.

"Security Agreement" means this Security Agreement as the same may be supplemented or amended from time to time.

"Termination Event" means any of the Termination Events described in the Forbearance Agreement.

2. Security Interest. As security for the full and timely payment and performance of the Debt in accordance with the terms of the Debt, the Debtor grants to and creates in favor of F&A a security interest under the Code in and to the Collateral.

3. Rights and Remedies of a Secured Party. In addition to all rights and remedies given to F&A by this Security Agreement, the Judgment Note and the Forbearance Agreement, F&A shall have all the rights and remedies of a secured party under the Code.

4. Provisions Applicable to the Collateral. The following provisions shall be applicable to the Collateral:

(a) The Debtor covenants and agrees that at all times during the term of this Security Agreement it will keep accurate and complete books and records concerning the Collateral, in accordance with generally accepted accounting principles (as such principles may change from time to time) applied on a consistent basis (except for changes in which the Debtor's certified public accountants concur) at its chief executive office at 920 Century Building, Pittsburgh, Pennsylvania 15222, and at no other location without the prior written consent of F&A.

(b) F&A and its representatives shall have the right at all times during regular business hours of the Debtor and upon reasonable notice to review the books and records of the Debtor pertaining to the Collateral and to copy the same and make excerpts therefrom and to inspect the Collateral.

(c) Promptly upon request of F&A from time to time, the Debtor will furnish to F&A such information concerning the Collateral as F&A may request.

(d) Promptly upon request of F&A from time to time, the Debtor will deliver to F&A possession of all Chattel Paper, Documents, and Instruments

together with any endorsement or assignment deemed necessary or advisable by F&A to perfect its security interest or to facilitate liquidation or transfer in case of an Event of Default.

(e) Notwithstanding the security interest in the Collateral granted to and created in favor of F&A under this Security Agreement, the Debtor has the right until one or more Termination Event occurs, at its own cost and expense, to collect the Chattel Paper.

(f) F&A has the right at any time, in its sole discretion, to take over and direct collection of the Accounts and Chattel Paper, to give notice of F&A's security interest to account debtors, to make payment directly to F&A and to take control of the Accounts. It is understood and agreed by the Debtor that F&A will have no liability whatsoever for any action whether or not negligent and whether by omission or commission, taken under this paragraph (g) other than by F&A's willful misconduct or violations of law.

5. Title. The Debtor represents and warrants that it has, and at all times during the term of this Security Agreement will have, good and marketable title to the Collateral from time to time owned or acquired by it, free and clear of all mortgages, pledges, liens, security interests, charges or other encumbrances, except those in favor of F&A and will defend the Collateral against the claims and demands of all other persons, firms and entities. The Debtor covenants and agrees that it will not, without the prior written consent of F&A, (i) borrow against the Collateral or any portion of the Collateral from any other person, firm, or entity, (ii) grant or create or permit to attach or exist any mortgage, pledge, lien charge or other encumbrances, or security interest on, of or in any of the Collateral or any portion of the Collateral except those in favor of F&A, (iii) permit any levy or attachment to be made against the Collateral or any portion of the Collateral or (iv) permit any financing statements to be on file with respect to any of the Collateral, except financing statements in favor of F&A.

6. Preservation and Protection of Security Interest. The Debtor will faithfully preserve and protect F&A's security interest in the Collateral and will, at its own cost and expense, cause such security interest to be perfected and continue perfected so long as the Debt or any portion of the Debt is outstanding, unpaid or executory. For purposes of the perfection of F&A's security interest in the Collateral, the Debtor will from time to time at the request of F&A file or record, or cause to be filed or recorded, such instruments, documents and notices, including assignments, financing statements and continuation statements, as F&A may deem necessary or advisable from time to time in order to perfect and continue perfected such security interest. The Debtor will do all such other acts and things and will execute and deliver all such other instruments and documents, including further security agreements, pledges, endorsements, assignments and notices, as F&A in its discretion, may deem necessary or advisable from time to time in order to perfect

and preserve the priority of its security interest as a first lien security interest in the Collateral prior to the rights of all third persons, firms and entities. F&A is hereby irrevocably appointed the attorney-in-fact of the Debtor to do all acts and things which F&A may deem necessary or advisable from time to time to preserve, perfect and continue perfected F&A's security interest in the Collateral in accordance with the foregoing requirements, including, but not limited to, signing any financing statements or amendments to financing statements evidencing F&A's security interest in the Collateral for and on behalf of the Debtor, such rights to be effective if the Debtor has not complied with F&A's prior requests in a timely manner or if F&A reasonably believes such action must be taken immediately to protect its security interest in the Collateral. The Debtor agrees that a carbon, photographic or other reproduction of this Security Agreement or a financing statement is sufficient as a financing statement and may be filed instead of the original.

7. Insurance. Risk of loss of, damage to or destruction of the Fixtures, Equipment and Inventory is on the Debtor. The Debtor will insure the Fixtures and Equipment against such risks and casualties and in such amounts and with such insurance companies as is ordinarily carried by corporations engaged in the same or similar business and similarly situated or as otherwise required by F&A in its sole discretion. All policies of insurance will contain loss payable clauses in favor of the Debtor and F&A as their respective interests may appear and shall provide that they may not be canceled or materially altered or reduced in coverage by the insurer without thirty (30) days' advance written notice to F&A. The Debtor shall cause to be promptly delivered to F&A, at its request, certificates evidencing such insurance. If the Debtor fails to effect and keep in full force and effect such insurance or fails to pay the premiums when due, F&A may (but is not obligated to) do so for the account of the Debtor and add the cost thereof to the Debt. Such amount, together with interest thereon shall be payable to F&A upon demand. The Debtor hereby assigns and sets over to F&A all monies which may become payable on account of such insurance and directs the insurers to pay F&A any amount so due. F&A is irrevocably appointed attorney-in-fact of the Debtor to endorse any draft or check which may be payable to the Debtor in order to collect the Proceeds of such insurance.

8. Taxes and Other Charges. The Debtor shall pay when due and payable and before interest or penalties are due thereon, all taxes, levies, assessments, and all other charges or claims which may be assessed, levied or filed at any time against the Debtor or the Collateral, or by which any present or future law may have priority over the obligations secured hereby either in lien or in distribution out of the proceeds of any judicial sale; and, at F&A's request, the Debtor shall produce to F&A receipts for the payment thereof. If the Debtor is not in default hereunder and in good faith and by appropriate legal action shall contest the validity of any such item, or the amount thereof, and shall have established on its books a reserve for the payment thereof in such amount as F&A may reasonably

require, then the Debtor shall not be required to pay the item or to produce the required receipts while the reserve is maintained and so long as the contest that operates to prevent collection is maintained and prosecuted with diligence, and shall not have been terminated or discontinued adversely to the Debtor. If the Debtor fails to pay any such taxes, assessments, charges or claims, F&A may (but shall not be obligated to) pay the cost of the same for the account of the Debtor and add the amount thereof to the Debt. Such amounts, together with interest thereon at the Default Rate set forth in the Debenture, shall be payable to F&A upon demand.

9. Preservation of Rights Against Third Parties; Preservation of Collateral in F&A's Possession. The Debtor assumes full responsibility for taking any and all steps necessary to preserve rights with respect to the Collateral against third parties. F&A will be deemed to have exercised reasonable care in the custody and preservation of such of the Collateral as may come into its possession from time to time if F&A takes such action for that purpose as the Debtor requests in writing, provided that such requested action does not, in the judgment of F&A, impair F&A's security interest in the Collateral or its right in, or the value of, the Collateral, and provided further that F&A receives such written request in sufficient time to permit it to take the requested action.

10. Termination Events. F&A shall be permitted to do any and all of the following:

(a) If any one or more of the Termination Events described in the Forbearance Agreement occur or exist, F&A may then, or at any time thereafter, so long as such default continues, foreclose its lien or security interest in the Collateral in any way permitted by the Code, or upon five (5) days prior written notice to Debtor, sell any or all Collateral at private sale at any time or place in one or more sales, at such price or prices and upon such terms, either for cash or on credit, as F&A, in its sole discretion, may elect, or sell any or all Collateral at public auction, either for cash or on credit, as F&A, in its sole discretion, may elect, and at any such sale, F&A may bid for and become the purchaser of any or all such Collateral. Pending any such action, F&A may liquidate the Collateral.

(b) F&A may grant extensions to, or adjust claims of, or make compromises or settlements with, debtors, guarantors or any other parties with respect to Collateral or any securities, guarantees or insurance applying thereon, without notice to or the consent of the Debtor, without affecting the Debtor's liability under this Security Agreement or the Judgment Note. The Debtor waives notice of acceptance, of nonpayment, protest or notice of protest of any Accounts or Chattel Paper, and all other notices to which the Debtor might otherwise be entitled in connection with liquidation or collection of the Debt.

(c) If any one or more of the Termination Events occurs or exists and is continuing, then in any such event, F&A shall have such additional rights and remedies in respect of the Collateral or any portion of the Collateral as are provided by the Code and such other rights and remedies in respect of the Collateral which it may have at law or in equity or under the Judgment Note, including, without limitation, the right to enter any premises where Equipment, Inventory and/or Fixtures are located and take possession and control of the Equipment, Inventory and/or Fixtures without demand or notice and without prior judicial hearing or legal proceedings, which the Debtor waives. In addition, effective at F&A's option, the Debtor assigns to F&A all of Debtor's right, title and interest in and to any and all leases to which the Debtor is a party, or at F&A's option, the Debtor will hold such Leases in trust for F&A.

(d) F&A will apply the Proceeds of any sale or liquidation of the Collateral, and subject to Section 7, any Proceeds received by F&A from insurance, first to the payment of the reasonable costs and expenses incurred by F&A in connection with such sale or collection, including without limitation reasonable attorneys' fees and legal expenses, second to the payment of the Debt, whether on account of principal or interest or otherwise as F&A in its sole discretion may elect, and then to pay the balance, if any, to the Debtor or as otherwise required by law. If such proceeds are insufficient to pay the amounts required by law, the Debtor will be liable for any deficiency.

(e) Upon the occurrence of any Termination Event, the Debtor will promptly upon demand by F&A assemble the Collateral and make them available to F&A at a place or places designated by F&A which shall be reasonably convenient to F&A and the Debtor. The right of F&A under this paragraph to have the Collateral assembled and made available to it is of the essence of this Security Agreement and F&A may, at its election, enforce such right by a bill in equity for injunctive relief or specific performance.

(f) Upon the occurrence of any Termination Event, F&A has the right to use and operate under all trade names under which the Debtor does business.

11. Defeasance. Notwithstanding anything to the contrary contained in this Security Agreement, upon payment and performance in full of the Debt, this Security Agreement will terminate and be of no further force and effect and F&A will terminate its security interest in the Collateral. Until such time, however, this Security Agreement will be binding upon and inure to the benefit of the parties, their respective successors and assigns, provided that, without the prior written consent of F&A, the Debtor may not assign this Security Agreement or any of its rights under this Security Agreement or delegate any of its duties or obligations under this Security Agreement, and any such attempted assignment or delegation will be null and void.

12. Miscellaneous.

(a) If any provisions of this Security Agreement are for any reason held invalid or unenforceable, such invalidity or unenforceability will not affect any other provision of this Security Agreement, but this Security Agreement will be construed as if this Security Agreement had never contained the invalid or unenforceable provision.

(b) No failure or delay on the part of F&A in exercising any right, remedy, power or privilege under this Security Agreement will operate as a waiver thereof or of any other right, remedy, power or privilege of F&A under this Security Agreement or under the Judgment Note; nor will any single or partial exercise of any such right, remedy, power or privilege preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges of F&A under this Security Agreement are cumulative and not exclusive of any rights or remedies which it may otherwise have.

(c) All notices, statements, requests, and demands given to or made upon either party in accordance with the provisions of this Security Agreement will be deemed to have been given or made when personally delivered or when deposited in the mail, postage prepaid, or in the case of telegraphic notice, address, as the case may be.

To the Debtor at: Secure Anchoring & Foundation Equipment, Inc.
 920 Century Building
 Pittsburgh, PA 15222

To F&A at: Foundations & Anchors, Inc.
 920 Century Building
 Pittsburgh, PA 15222

or in accordance with the latest unrevoked written direction from either party to the other party.

(d) The section headings contained in this Security Agreement are for reference purposes only and do not limit, control, or affect its construction or interpretation in any respect.

(e) Unless the context otherwise requires, all terms used in this Security Agreement which are defined by the Code have the meanings stated in the Code.

(f) The Code governs the settlement, perfection and the effect of attachment and perfection of F&A's security interest in the Collateral, and the

rights, duties and obligations of F&A and the Debtor with respect thereto. This Security Agreement shall be deemed to be a contract under the laws of the Commonwealth of Pennsylvania and the execution and delivery thereof and, to the extent not inconsistent with the preceding sentence, the terms and provisions thereof shall be governed by and construed in accordance with the laws of that Commonwealth. The Debtor consents to the exclusive jurisdiction and venue of the Federal and State courts located in Pittsburgh, Pennsylvania in any action on, relating to or mentioned in this Agreement.

(g) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

The parties have executed and delivered this Security Agreement as of the day and year set forth at the beginning of this Security Agreement.

ATTEST:

FOUNDATIONS & ANCHORS, INC.

By: *Gay Kimpton*
Title: *President*

[Corporate Seal]

ATTEST:

SECURE ANCHORING &
FOUNDATION EQUIPMENT, INC.

By: *John D. McMill*
Title: *TREASURER*