

09-24-1998

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To the Honorable Commissioner of Patents and Trademarks, U.S. Department of Commerce, Washington, D.C. 20503  
Send original documents or copy thereof.

## 1. Name of conveying party(ies):

Temptronic Corporation  
55 Chapel Street  
Newton, MA 02158

9-18-98

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

Name: BankBoston, N.A.

Internal Address:

Street Address: 100 Federal Street

City: Boston State: MA ZIP: 02110

Additional name(s) & address(es) attached? ☐ Yes ☒ NoAdditional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

## 3. Nature of conveyance:

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

Execution Date: June 29, 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)

09/001,893  
09/001,887  
09/001,927  
60/052,558

## B. Patent No.(s)

4,426,619  
4,491,173  
4,734,872  
4,784,213Additional numbers attached? ☐ Yes ☒ No

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

Name: Christopher E. Kondracki

Internal Address:

Street Address: 2001 Jefferson Davis Highway,

Suite 505

City: Arlington State: VA ZIP: 22202

## 6. Total number of applications and patents involved:

8

7. Total fee (37 CFR 3.41): \$ 320.00

☒ Enclosed☐ Authorized to be charged to deposit account

## 8. Deposit account number:

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

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FC:561

320.00 OP

## 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.

Christopher E. Kondracki

Name of Person Signing

Signature

Sept. 17, 1998

Date

Total number of pages comprising cover sheet:

5

**COLLATERAL ASSIGNMENT OF PATENTS  
AND PATENT APPLICATIONS**

**BankBoston, N.A.**

This Collateral Assignment of Patents and Patent Applications is made as of the <sup>24</sup> day of June, 1998, by Temptronic Corporation, a Massachusetts corporation with its principal executive offices at 55 Chapel Street, Newton, Massachusetts 02158 (the "**Borrower**"), in favor of BankBoston, N.A. (the "**Lender**"), a national banking association with offices at 100 Federal Street, Boston, Massachusetts 02110.

**RECITALS**

WHEREAS, the Borrower has requested that the Lender provide the Borrower with a certain demand discretionary revolving line of credit pursuant to a certain Loan and Security Agreement (Domestic Line) of even date (as such Agreement may be modified, supplemented, amended or restated from time to time, hereinafter, the "**Loan Agreement**"), made between the Borrower and the Lender.

WHEREAS, as a condition, among others, to the establishment of the credit facility contemplated by the Loan Agreement, and to further secure the Liabilities (as defined therein), the Borrower has executed this Collateral Assignment.

NOW THEREFORE, For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Borrower and the Lender agree as follows:

1. Terms used herein which are defined in the Loan Agreement are used as so defined.
2. To secure the Liabilities, the Borrower hereby collaterally assigns to the Lender and creates a security interest in favor of the Lender in and to the Borrower's now owned or existing or hereafter acquired Letters Patent, Patent Applications, and the inventions and improvements therein disclosed, and any and all divisions, reissues and continuations of said Letters Patent (hereinafter, individually and collectively, the "**Patents**") listed on Schedule A annexed hereto (as such Schedule may be updated or supplemented from time to time).
3. Until this Collateral Assignment is terminated in writing by a duly authorized officer of the Lender, the Borrower shall undertake the following with respect to each Patent until the relevant Patent is no longer used or useful in the business of the Borrower:
  - (a) Pay all renewal fees and other fees and costs associated with maintaining the Patents and with the processing of the Patents.
  - (b) At Borrower's sole cost, expense, and risk, pursue the prompt, diligent processing of each Application for Letters Patent which is the subject of the foregoing

1 assignment and not abandon or delay any such efforts unless the Borrower  
2 determines that the claims in such Application are not patentable.

3 (c) At Borrower's sole cost, expense, and risk, take any and all action which the  
4 Borrower, in its reasonable discretion, determines as may be necessary or desirable  
5 to protect the Patents, including, without limitation, the prosecution and defense of  
6 infringement actions.

7 In the event of any failure by the Borrower to perform any of its obligations set forth above, the  
8 Lender may (but shall not be required to) act in the Borrower's place and stead. Any reasonable  
9 cost or expense which the Lender incurs on account of so acting shall be deemed part of the  
10 Liabilities within the meaning of the Loan Agreement.

11  
12 4. Upon the occurrence of any Event of Default and while it is continuing (within the  
13 meaning of the Loan Agreement), the Lender shall have, and may exercise, all rights and remedies  
14 of a secured party upon default under the Uniform Commercial Code as adopted in Massachusetts  
15 (Mass. Gen. Laws Ch 106), and any other legal or equitable rights and remedies available to the  
16 Lender, in addition to which the Lender may sell, license, assign, transfer, or otherwise dispose of  
17 the Patents. Any person may conclusively rely upon an affidavit of an officer of the Lender that an  
18 Event of Default has occurred and not been waived and that the Lender is authorized to exercise  
19 such rights and remedies. The Borrower hereby irrevocably constitutes and designates the Lender  
20 as the Borrower's attorney in fact, upon and following the occurrence and during the continuation  
21 of any such Event of Default, to execute all and singular such instruments, documents, and papers  
22 as the Lender determines to be appropriate in connection with the exercise of such rights and  
23 remedies and to cause the sale, license, assignment, transfer, or other disposition of the Patents.  
24 The within grant of a power of attorney, being coupled with an interest, shall be irrevocable until  
25 the within Collateral Assignment is terminated in writing by a duly authorized officer of the Lender.  
26

1 IN WITNESS WHEREOF, the Borrower and the Lender respectively have caused this  
2 Agreement to be executed by an officer duly authorized by each so to do on the date first above  
3 written.  
4

5 TEMPTRONIC CORPORATION  
6 (The "Borrower")

BANKBOSTON, N.A.  
(The "Lender")

7  
8  
9 By: [Signature]  
10 Name: WILLIAM O'TOOLE  
11 Title: CFO

By: Paul Kelly  
Name: Paul Kelly  
Title: Vice President

12  
13  
14  
15  
16 THE COMMONWEALTH OF MASSACHUSETTS  
17 COUNTY OF Suffolk, SS

18  
19 Then personally appeared before me William O'Toole who acknowledged that  
20 such person is the duly authorized CFO of Temptronic Corporation and that  
21 such person had executed the foregoing instrument on its behalf.

22  
23 Witness my hand and seal this 24<sup>th</sup> day of June, 1998

24  
25 Teresa C. Bergen

26  
27 TERESA A. BERGEN, Notary Public

28  
29 My Commission Expires: 6/26/2003

30  
31 THE COMMONWEALTH OF MASSACHUSETTS  
32 COUNTY OF Suffolk

33  
34 Then personally appeared before me Paul Kelly, who acknowledged that such  
35 person is the duly authorized V.P. of BankBoston, N.A. and that such  
36 person executed the foregoing instrument on its behalf.

37  
38 Witness my hand and seal this 24<sup>th</sup> day of June, 1998

39  
40 Teresa C. Bergen

41  
42 TERESA A. BERGEN, Notary Public

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44 My Commission Expires: 6/26/2003

45  
46 313042.3

**EXHIBIT A**  
**Schedule of Patents**

Borrowers now owned or existing or hereafter acquired or arising patents and patent applications:

**Patents**

Title	Country	Patent No.	Issue Date
TEST CHAMBER	USA	4426619	January 17, 1984
ROTATABLE INSPECTION TABLE	USA	4491173	January 1, 1985
TEMPERATURE CONTROL FOR DEVICE UNDER TEST	USA	4734872	March 29, 1988
MIXING VALVE AIR SOURCE	USA	4784213	November 15, 1988

**Patent Applications**

Title	Country	Serial No.	Filing Date
WORKPIECE CHUCK	USA	09/001893	December 31, 1997
TEMPERATURE CONTROL SYSTEM FOR A WORKPIECE CHUCK	USA	09/001887	December 31, 1997
POWER AND CONTROL SYSTEM FOR A WORKPIECE CHUCK	USA	09/001927	December 31, 1997
TEMPERATURE MAPPING SYSTEM	USA	60/052558	July 15, 1997

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