

RE MRD 9-28-98

09-30-1998



100841516

FORM PTO-1595  
1-31-92

RECORDATION FORM COVER SHEET  
PATENTS ONLY

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Tractech Inc.

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

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

Name: Bank One, Indiana, National Association

Internal Address: Suite 1921

Street Address: Bank One Center Tower

111 Monument Circle

Indianapolis, Indiana 46277-0199

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

3. Nature of Conveyance:

☐ Assignment

☐ Merger

☒ Security Agreement

☐ Change of Name

☐ Other

Execution Date: December 16, 1997

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) PCT/US95/11968, and See Attachment A

B. Patent No.(s) 4,156,547, and See Attachment A

Additional numbers attached? ☒ Yes ☐ No

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

Name: Stephen A. Claffey

Internal Address: Baker & Daniels

Suite 2700

Street Address: 300 N. Meridian St.

City Indianapolis State IN ZIP 46204

6. Total number of applications and patents involved: 19

7. Total fee (37 CFR 3.41):.....\$ 760.00 **E**

☐ Enclosed (Check #155073 deposited by PTO)  
☒ Authorized to be charged to deposit account  
(any deficiencies in fees)

8. Deposit account number:

02-0390 BAKER & DANIELS (any additional fees)

(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.*

Rebecca A. Richardson

Name of Person Signing

*Rebecca A. Richardson*

Signature

9-24-98

Date

Total number of pages including cover sheet, attachments, and document: 21

OMB No. 0651-0011 (exp 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

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Box Assignments  
Washington, D.C. 20231

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**PATENT**

REEL: 9472 FRAME: 0796

Conveying Party: Tractech Inc.

Receiving Party: Bank One, Indiana, National Association

4.A. Patent Application No.(s) (Continued)

08/769,367; 08/641,336; 08/754,170; and 08/736,480

4.B. Patent No.(s) (Continued)

4,141,430; 4,424,725; 4,365,524; 4,677,876; 4,625,585; 4,751,853; 5,067,935;

5,048,657; 5,221,238; 5,524,509; 5,582,557; 5,590,572 and 5,664,656

## PATENTS AND PATENT APPLICATIONS

Owner

Description (Including Number)

**See attached list of active and pending Patents**

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**TRACTECH**  
**ACTIVE and PENDING PATEN**

[illegible]

# INDEPENDENT PATENT

# h:'gen\_info'patents'PATENT.WK4

http://www.patent.gov.uk

Schedule B

COPYRIGHTS

Owner

Description

None

Schedule C

TRADEMARKS, TRADEMARK REGISTRATIONS AND APPLICATIONS  
AND TRADENAMES

Owner

Description and Governmental Authority  
Registering

See attached list of Trademarks

## TRACTECH

## ACTIVE TRADEMARK FILE SYSTEM

JULY 8, 1997

LAURESCHER CASE NO.	REGISTRATION NUMBER	FILE DATE	MARKET	COUNTRY ISSUED	SERIAL NUMBER	EVENT	EVENT DATE	ESTIMATED RENEWAL COST
<b>T1009</b>	<b>990100</b>	<b>08/06/74</b>	<b>TRUETRAC</b>	<b>U.S.A.</b>	<b>2ND RENEWAL</b>	<b>08/06/2004</b>		
16097	1,173,304	06/12/90	TRUETRAC	W. GERMANY	D48127 / 12WZ	RENEWAL	06/12/2000	
16098	A535,771	06/07/90	TRUETRAC	AUSTRALIA	535,771	Abandon in favor of filing a new patent as Tractech		
18761	553,771	06/05/97	TRUETRAC	AUSTRALIA		replacement for above		legal fees
16099	815,738,943	09/03/90	TRUETRAC	BRAZIL	815,738,943	RENEWAL	04/07/2002	\$299.24 12/97
16100	413,851	10/24/97	TRUETRAC & DESIGN	CANADA	669,063	RENEWAL	06/25/2008	
16101	1,610,152		TRUETRAC	FRANCE		RENEWAL	06/08/2000	
16102	14,281,000		TRUETRAC	GR. BRITAIN		RENEWAL	06/05/97	
16103	606,527	10/15/97	TRUETRAC	ITALY	24415-C / 90	RENEWAL	10/15/2000	
16104	2,561,400	09/25/90	TRUETRAC	JAPAN	107056 / 90	RENEWAL	07/30/2003	
16105	439,785	03/31/93	TRUETRAC	MEXICO	164,729	RENEWAL	03/31/2003	
18052	711,668	05/18/93	TRUETRAC	CHINA	93,038,302	NO EVENTS	10-20-04	
18054	93 / 3532	05/04/93	TRUETRAC	S. AFRICA	93 / 3532	RENEWAL	04/04/2003	
18614		04/01/96	TRUETRAC	EUROPEAN CT	112,508	NO EVENTS		
18649			TRUETRAC	KOREA		NO EVENTS		
<b>T1010</b>	<b>573267</b>	<b>04/14/53</b>	<b>NoSPIN</b>	<b>U.S.A.</b>	<b>RENEWAL</b>	<b>04/14/2003</b>		
T1548	815,738,900	09/03/90	NoSPIN	BRAZIL	815,738,900	RENEWAL	04/07/2002	
T1239	1,485,142		NoSPIN	FRANCE	814,838	RENEWAL	09/19/2006	
T1545	1,189,526	05/26/89	NoSPIN	GERMANY	D46586/12	RENEWAL	05/26/99	
T1546	606,526	10/15/97	NoSPIN	ITALY	24,414-C/90	RENEWAL	10/15/2000	
T626	796,900		NoSPIN	JAPAN		RENEWAL	08/06/98	
T1551	441,162	03/31/93	NoSPIN	MEXICO	164,728	RENEWAL	03/31/2003	
18055	93/3533	05/04/93	NoSPIN	S. AFRICA	93/3533	RENEWAL	05/04/2003	
18053	711,669	05/18/93	NoSPIN	CHINA	93,037,303	NO EVENTS	10-04-04	legal fees
18615		04/01/96	NoSPIN	EUROPEAN CT	112,607	NO EVENTS		\$163.00 12/97

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# TRACTECH ACTIVE TRADEMARK FILE SYSTEM

JULY 8, 1997

REGISTRATION NO.	FILE NO.	MARKET	COUNTRY	SERIAL NUMBER	EVENT	EVENT DATE	ESTIMATED RENEWAL COST
18648		NO SPIN	KOREA		NO EVENTS		
T1012	932540	TANDEM LOCK	U.S.A.		RENEWAL	08/18/2002	
T1141	1,826,220	TANDEM LOCK	JAPAN	741144/95	NO EVENTS		
T1013	941379	DETROIT LOCKER	U.S.A.		RENEWAL	08/22/2002	
18380		DETROIT LOCKER	AUSTRALIA	646,669	RENEWAL	11/24/2004	
18384		DETROIT LOCKER	BRAZIL	818765054	NO EVENTS		
18385		DETROIT LOCKER	CANADA	777,832	RENEWAL	05/24/2011	
18618		DETROIT LOCKER	EUROPEAN CT	112,474	NO EVENTS		
18387		DETROIT LOCKER	FRANCE	94/846,412	NO EVENTS		
18388	39403126	DETROIT LOCKER	GERMANY	39,403,126	RENEWAL	11/23/2004	
18389	2,003,726	DETROIT LOCKER	GR. BRITAIN	2,003,726	RENEWAL	11/24/2004	
18381		DETROIT LOCKER	JAPAN	124207/94	NO EVENTS		
18382		DETROIT LOCKER	S. KOREA	48/027/1994	NO EVENTS		
18386	497,104	DETROIT LOCKER	MEXICO	220964	RENEWAL	/04/200505	
18390		DETROIT LOCKER	S. AFRICA	94/12853	renewal	11-23-04	11-23-04 \$127.00 11/97

legal fees

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# TRACTECH ACTIVE TRADEMARK FILE SYSTEM

JULY 8, 1997

APPLICANT	REGISTRATION NUMBER	FILE DATE	MARKET	COUNTRY ISSUED	SERIAL NUMBER	EVENT	EVENT DATE	ESTIMATED RENEWAL COST
18383	708,832	11/29/97	DETROIT LOCKER	TAIWAN	83,072,077	RENEWAL	02/28/2006	
T1015	1068048	06/21/77	TOUGHTRAC	U.S.A.		RENEWAL	06/21/97	
T1016	1086042	03/07/78	ELECTRAC & DESIGN	U.S.A.		TO BE ABANDONED	03/07/98	
18842		10-9-97				Intent-to-Use		
16106	1531639	03/28/89	MERCURY	U.S.A.		RENEWAL	03/28/2009	
16107	140,177	06/06/90		IRELAND	3148 / 90	RENEWAL	06/05/97	
16109	339,583			CANADA		RENEWAL	06/26/2007	
16111	1,185,610	06/12/90		GERMANY	D-48128 / 7WZ	ABANDONED	07/01/97	
16112	1,430,979			GR. BRITAIN		RENEWAL	06/05/97	
18616		04/01/96		EUROPEAN CT	112.557	NO EVENTS		
18650				JAPAN		NO EVENTS		
18651				KOREA		NO EVENTS		
18652				AUSTRALIA		NO EVENTS		
16988	1808433	11/30/93	DETROIT TRUETRAC	U.S.A.		SECTION 8 & 15 DUE	11/30/99	
						RENEWAL	11/30/2007	
						RENEWAL	11/30/2007	

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# TRACTECH ACTIVE TRADEMARK FILE SYSTEM

JULY 8, 1997

CASE NO.	REGISTRATION NUMBER	FILE DATE	MARKET	COUNTRY ISSUED	SERIAL NUMBER	EVENT DATE	ESTIMATED RENEWEL COS
18430	NO FILE		U.S.A.	U.S.A.	NO FILE		
18542	DETROIT C. LOCKER	12/27/95	U.S.A.	75/037,678	6 mo. Notice of Pub. Status	03/24/97	
SUSPENDED PENDING ASSIGNMENT FROM TITAN TO TRACTECH 12/97 12/97 152.00 legal work							
18543	DETROIT C. SOFLOCKER	12/27/95	U.S.A.	75/037,515	INTENT TO USE FILED 3/97		
18544	DETROIT EZ LOCKER	12/27/95	U.S.A.	75/037,516		12/97	52.00 legal wor
SUSPENDED PENDING ASSIGNMENT FROM TITAN TO TRACTECH 12/97							
18602	ULTRA TRAC		U.S.A.				
INTENT - TO - USE							
18617	04/01/96	ULTRA TRACEUROPEAN CT	112.573	04/01/96	NO EVENTS		legal fees \$127.00
18653		CANADA			NO EVENTS		11/97
18654		JAPAN			NO EVENTS		
18655		KOREA			NO EVENTS		
18656		AUSTRALIA			NO EVENTS		
18685	11/14/96	DETROIT GEARLESS LOCKER	U.S.A.	75/200,397		12/97	ga  work \$302.0
REQUESTING SUSPENSION PENDING TRANSFER OF TITLE FROM TITAN TO TRACTECH							
18716	3/11/97	DETROIT LSD	U.S.A.	75/255,437		12/97	ga  work \$302.0
REQUESTING SUSPENSION PENDING TRANSFER OF TITLE FROM TITAN TO TRACTECH							

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# TRACTECH ACTIVE TRADEMARK FILE SYSTEM

JULY 8, 1997

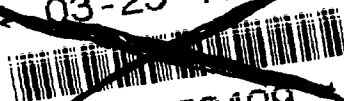
INBOSCHER CASE NO.	REGISTRATION NUMBER	FILE DATE	MARKET	COUNTRY ISSUED	SERIAL NUMBER	EVENT	EVENT DATE	ESTIMATED RENEWEL COS
18727		3/27/97		EUROPEAN CT	503,039			
18728		4/3/97		JAPAN				

meb 3-28-98

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03-25-1998



100672429

FORM PTO-1595  
1-31-92

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To the Honorable Commissioner of F

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Tractech Inc.

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

Name: Bank One, Indiana, National Association

Internal Address: Suite 1921

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

3. Nature of Conveyance:

☐ Assignment

☐ Merger

☒ Security Agreement

☐ Change of Name

☐ Other

Street Address: Bank One Center Tower

111 Monument Circle

Indianapolis, Indiana 46277-0199

Execution Date: December 16, 1997

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) PCT/US95/1196, and See Attachment A

B. Patent No.(s) 4,156,547, and See Attachment A

Additional numbers attached? ☒ Yes ☐ No

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

Name: Jay Jaffe

Internal Address: Baker & Daniels

Suite 2700

Street Address: 300 N. Meridian St.

City Indianapolis State IN ZIP 46204

6. Total number of applications and patents involved: 19

7. Total fee (37 CFR 3.41):.....\$ 760.00

☒ Enclosed (Check #155073)  
☒ Authorized to be charged to deposit account  
(any deficiencies in fees)

8. Deposit account number:  
02-0390 BAKER & DANIELS (any additional fees)

(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.

Stephen A. Claffey

Name of Person Signing

Stephen A. Claffey

Signature

March 16, 1998

Date

Total number of pages including cover sheet, attachments, and document: 21

OMB No. 0651-0011 (exp 4/94)

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Box Assignments  
Washington, D.C. 20231

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PATENT

REEL: 9472 FRAME: 0808

Conveying Party: Tractech Inc.

Receiving Party: Bank One, Indiana, National Association

4.A. Patent Application No.(s) (Continued)

08/769,367; 08/641,336; 08/754,170; and 08/736,480

4.B. Patent No.(s) (Continued)

4,141,430; 4,424,725; 4,365,524; 4,677,876; 4,625,585; 4,751,853; 5,067,935;

5,048,657; 5,221,238; 5,524,509; 5,582,557; 5,590,572 and 5,664,656

SECURITY AGREEMENT  
(PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES)

FOR VALUE RECEIVED, the undersigned, TRACTECH INC., a Delaware corporation (hereinafter referred to as "**Debtor**"), hereby grants to BANK ONE, INDIANA, NATIONAL ASSOCIATION, as Agent for itself and the Lenders under the Financing Agreement ("**Agent**"), for its benefit and the ratable benefit of the Lenders, a security interest in the following tangible and intangible personal property of Debtor, now owned and existing or hereafter acquired or arising, and wheresoever located (collectively, the "**Collateral**");

(a) All United States and all foreign patents, including, without limitation, the patents listed on **Schedule A** attached hereto and made a part hereof ("**Patents**");

(b) All United States and all foreign copyrights, including, without limitation, the copyrights listed on **Schedule B** attached hereto and made a part hereof ("**Copyrights**");

(c) All United States and all foreign trademarks and service marks, including, without limitation, the trademarks, trade names and service marks listed on **Schedule C** attached hereto and made a part hereof ("**Trademarks**");

(d) All United States and all foreign Patent, Copyright and Trademark licenses and all license agreements in which the Assignor is or becomes licensed to use a patent, trademark or copyright ("**Licenses**"); and

(e) All goodwill of the Assignor's business connected with the use of any of the foregoing symbolized by the Trademarks;

(f) all additions, accessions, accessories, and replacements of any of the property described in clauses (a) through (e), above; and

(g) all products and "**proceeds**" (as defined in the UCC) of all or any of the types or items of property described in clauses (a) through (f) above, including insurance proceeds and proceeds of all warranty and tort claims, and all property arising from or received by Debtor in connection with the sale or disposition thereof.

As used herein, the term: (a) "**Agreement**" shall mean this Security Agreement (Patents, Copyrights, Trademarks and Licenses), as the same may be modified, amended, supplemented, replaced, restated and/or extended from time to time and at any time; (b) "**Financing Agreement**" shall mean that certain Fourth Amended and Restated Financing Agreement, dated of even date, among Debtor, Delco Remy America, Inc., a Delaware corporation, Nabco, Inc., a Michigan corporation, A&B Enterprises, Inc., a Mississippi corporation, Dalex, Inc., a Mississippi corporation, A&B Cores, Inc., a Mississippi corporation, R&L Tool Company, Inc., a Mississippi corporation, MCA, Inc. of Mississippi, a Mississippi corporation, Franklin Power Products, Inc., an

Indiana corporation, International Fuel Systems, Inc., an Indiana corporation, Marine Drive Systems, Inc., a New Jersey corporation, Marine Corporation of America, an Indiana corporation, Powrbilt Products, Inc., a Texas corporation, World Wide Automotive Inc., a Virginia corporation, Kraftube, Inc., a Michigan corporation, Delco Remy International, Inc., a Delaware corporation, Reman Holdings, Inc., a Delaware corporation, The A&B Group, Inc., a Mississippi corporation, Power Investments, Inc., an Indiana corporation, Ballantrae Corporation, a Delaware corporation, Remy International, Inc., a Delaware corporation, Bank One, Indiana, National Association ("BOI"), The CIT Group/Business Credit, Inc., a New York corporation ("CITBC"), Dresdner Bank AG, New York and Grand Cayman Branches ("Dresdner"), Toronto Dominion (Texas), Inc. ("Toronto Dominion"), Banque Paribas ("Paribas") and BOI, as agent for itself, CITBC, Dresdner, Toronto Dominion, Paribas, and any other party hereafter becoming a lender pursuant to Section 14 thereof as the same may hereafter be modified, amended, supplemented, replaced, restated and/or extended from time to time and at any time, and (c)"UCC" shall mean the Uniform Commercial Code as in effect on the date hereof in the State of Indiana, Ind. Code §26-1-1-1 et seq. All other capitalized terms used in this Agreement and not defined herein are used with the meanings ascribed to such terms in the Financing Agreement.

The security interest hereby granted to Agent is given to secure the performance and payment when due of the following (collectively, the "**Indebtedness**"): (1) all of the Obligations; (2) all of the obligations of Debtor under this Agreement or any other Loan Instruments; and (2) any and all extensions, renewals, amendments, modifications or restatements of the foregoing, together with all costs, expenses and reasonable attorneys' fees incurred by Agent or any of the Lenders in the enforcement or collection thereof, whether such indebtedness, obligations and liabilities are direct, indirect, fixed, contingent, liquidated, unliquidated, joint, several, joint and several, or were prior to acquisition thereof by Agent or the Lenders, owed to some other person or entity.

Debtor represents and warrants to and agrees with Agent as follows:

1. The Collateral.

(a) Title. Debtor has or will acquire, and will maintain full and absolute title in Debtor to the Collateral, free of all security interests, liens and encumbrances other than the security interest herein granted to Agent and liens, security interests and encumbrances that are Permitted Encumbrances, and has good right to subject the Collateral to the security interest granted by this Agreement. Except with respect to Permitted Encumbrances and the security interest granted by this Agreement, no financing statement, mortgage, Agreement or similar or equivalent document or instrument covering all or any part of the Collateral is on file or of record in any jurisdiction in which such filing or recording would be effective to perfect a lien or security interest on such Collateral.

2. Financing Statements, Certificates, Etc. Debtor will, from time to time, at its expense, execute, deliver, file and record any statement, assignment, instrument, document, agreement or other paper and take any other action, (including, without limitation, any filings with



the United States Patent and Trademark Office and United States Copyright Office and any filings of financing or continuation statements under the UCC) that from time to time may be necessary, or that Agent may reasonably request, in order to create, preserve, perfect, confirm, validate, or protect the security interests granted or created pursuant to this Agreement or to enable Agent and the Lenders to obtain the full benefits of this Agreement, or to enable Agent to exercise and enforce any of its rights, powers and remedies hereunder with respect to any of the Collateral. To the extent permitted by law, Debtor hereby authorizes Agent to execute and file financing statements and continuation statements without Debtor's signature appearing thereon. Debtor agrees that a carbon, photographic, photostatic or other reproduction of this Agreement or of a financing statement is sufficient as a financing statement. To the full extent permitted by law, Debtor authorizes Agent and grants to Agent a power of attorney (which is coupled with an interest and is irrevocable) to sign on Debtor's behalf and file financing statements, continuations statements, applications for certificates of title, notices, affidavits, and other documents and amendments thereto that Agent reasonably deems necessary or desirable for the purpose of perfecting, protecting, and preserving the liens and security interests of Agent in the Collateral. Agent agrees to provide Debtor with a carbon, photographic or photostatic copy of any financing or continuation statement or other document concerning the Collateral filed by Agent without Debtor's signature or signed by Agent pursuant to the power of attorney granted herein. Debtor shall pay the reasonable costs, fees, and expenses of, or incidental to, the perfection, protection and preservation of Agent's lien and security interest in the Collateral, including without limitation any recording or filing fees, recording taxes, stamp taxes, and certificate of title application fees incurred in connection with the filing and recording of financing and continuation statements and other documents concerning the Collateral.

Without in any respect limiting the generality of the foregoing, Debtor agrees that it will execute, acknowledge, and deliver to the Agent an assignment of its registrations and recordings of and applications for Copyrights in the United States Copyright Office and Trademarks and Patents in the United States Patent and Trademark Office and the goodwill of the business in connection with which each of such Trademarks are used and which is symbolized by such Trademarks, in form and substance acceptable to the Lenders and appropriate for recording in the United States Copyright Office and the United States Patent and Trademark Office, in the event the Lenders, or any of them, determine by reason of one or more changes in or clarifications of applicable statutes or regulations or judicial decisions occurring after the date hereof, and/or the discovery of existing legal precedent or authority not previously considered by the Lenders, that the recording of such an assignment or assignments in such offices is necessary to create, perfect or preserve a lien upon, security interest in, or collateral assignment of such Copyrights, Patents and Trademarks that is valid against subsequent purchasers, lienholders, secured parties, or assignees under the UCC and such assignment will not adversely affect the Debtor's rights to use such Copyrights, Patents and Trademarks in its business and protect them from infringement.

### 3. General Covenants.

(a) Debtor agrees to pay promptly when due all taxes, assessments and governmental charges upon or against the Collateral, or Debtor, or for the property or operations of

Debtor, in each case before the same become delinquent and before penalties accrue thereon, unless and to the extent that the same are being contested in good faith by appropriate proceedings and for which Debtor has established adequate reserves. Debtor shall give written notice to Agent of all happenings and events adversely affecting the Collateral or the value or amount thereof in any material respect, including, without limitation, the creation or assertion of any lien or security interest against any of the Collateral that is not a Permitted Encumbrance.

(b) In the event Debtor fails to pay taxes, assessments, costs and expenses which Debtor is required to pay or in the event Debtor fails to keep the Collateral free from other security interests, liens or encumbrances not permitted under the terms of this Agreement, Agent may make expenditures for any and all such purposes. All costs and expenses of Agent in retaking, holding, preparing for sale and selling or otherwise realizing upon any Collateral or enforcing any provisions hereof, including reasonable attorneys' fees, shall constitute part of the Indebtedness, and shall bear interest from the date incurred at the Default Rate of Interest.

(c) Debtor shall: (i) at all reasonable times allow Agent and its agents or representatives to examine, inspect and/or make abstracts from Debtor's books and records and to arrange for verification of Collateral under reasonable procedures; and (ii) Debtor will furnish or cause to be furnished to Agent written reports of any changes that would be required to be made to the Schedules to this Agreement in order for the information contained in such Schedules to remain accurate, which reports shall be furnished to Agent at or before the time events requiring such changes occur.

4. Performance by Agent of Debtor's Agreements. Agent may, but shall have no duty to, perform any agreement of Debtor hereunder which Debtor shall have failed to perform and Debtor will forthwith reimburse Agent for any payment made or any expense incurred by Agent in connection with such performance. Such payments and expenses shall constitute part of the Indebtedness and shall bear interest at the Default Rate of Interest from the date incurred by Agent.

5. Events of Default. The occurrence of each of the following events shall constitute an Event of Default by Debtor under this Agreement (referred to herein as an "**Event of Default**"):

(a) Breach by Debtor of any of the provisions of this Agreement which shall continue unremedied for twenty (20) days; and

(b) The occurrence of any "Event of Default," as such term is defined in the Financing Agreement.

6. General Authority. Debtor hereby irrevocably appoints Agent its true and lawful attorney, with full power of substitution, in the name of Debtor, Agent, the Lenders or otherwise, for the sole use and benefit of Agent and the Lenders, but at Debtor's expense, to the extent permitted by law to exercise, at any time and from time to time while an Event of Default has

occurred and is continuing, all or any of the following powers with respect to all or any of the Collateral:

(a) to demand, sue for, collect, receive and give acquittance for any and all monies due or to become due thereon or by virtue thereof;

(b) to settle, compromise, compound, prosecute or defend any action or proceeding with respect thereto;

(c) to sell, transfer, assign or otherwise deal in or with the same or the proceeds or avails thereof, as fully and effectually as if Agent were the absolute owner thereof;

(d) to extend the time of payment of any or all thereof and to make any allowance and other adjustments with reference thereto; and

(e) to make all necessary or appropriate transfers of all or any part of the Collateral in connection with any sale, lease or other disposition thereof pursuant to this Agreement, and execute and deliver any documents necessary or appropriate to effect, evidence or facilitate such sale, lease or other disposition.

7. Remedies Upon Default. Time is of the essence of this Agreement. Upon the occurrence of any Event of Default and at any time thereafter (such Event of Default not previously having been cured), Agent shall be entitled, by written or telegraphic notice to Debtor, to declare all of the Indebtedness owed to it to be immediately due and payable, whereupon the same shall become immediately due and payable, without presentation, demand, protest, notice of protest, or other notice of dishonor of any kind, all of which are hereby expressly waived. In addition, upon the occurrence of any Event of Default and at any time thereafter (such Event of Default having not previously been cured), Agent shall have all the remedies of a secured party under the UCC and as otherwise provided by applicable law.

8. Nonwaiver-Expenses. No waiver by Agent of any of its rights shall be effective unless in writing, and in no event shall it operate as a waiver of any other of its rights or of the same rights on any future occasion. Debtor shall pay to Agent on demand any and all expenses, including reasonable attorneys' fees, incurred or paid by Agent in perfecting, protecting or enforcing its rights upon or under Indebtedness or Collateral.

9. Successors in Interest. This Agreement shall be binding upon and inure to the benefit of Debtor and Agent and their respective successors, assigns and legal representatives. If at any time or times by assignment or otherwise Agent transfers any of the Collateral, such transfer shall carry with it Agent's power and rights under this Agreement with respect to the Collateral transferred and the transferee shall become vested with said powers and rights whether or not they are specifically referred to in the transfer. If and to the extent Agent retains any other Collateral, Agent will continue to have the rights and powers herein set forth with respect thereto. If at any time

by assignment or otherwise any Lender transfers any of the Indebtedness to such Lender, such transfer shall carry with it a ratable portion of such Lender's beneficial interest under this Agreement in the Collateral, and the transferee shall become vested with such ratable portion of such beneficial interest whether or not it is specifically referred to in the transfer. If and to the extent such Lender retains any other Indebtedness, it will retain a ratable portion of its beneficial interest in the Collateral.

10. Notices. Any and all notices or other communications required or permitted under this Agreement shall be in writing and shall be sufficiently given if delivered in accordance with the terms of the Financing Agreement.

11. **DEBTOR AND AGENT, ON BEHALF OF LENDERS (BY ITS ACCEPTANCE HEREOF) HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) BETWEEN OR AMONG DEBTOR, LENDERS OR AGENT ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR ANY OTHER LOAN INSTRUMENT. THIS PROVISION IS A MATERIAL INDUCEMENT TO LENDERS TO PROVIDE THE FINANCING DESCRIBED IN THE FINANCING AGREEMENT OR IN THE OTHER LOAN INSTRUMENTS. THE VALIDITY, INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE OF INDIANA WITHOUT REGARD TO ITS CHOICE OR CONFLICTS OF LAWS PROVISIONS. DEBTOR AGREES THAT THE COURTS OF THE STATE OF INDIANA LOCATED IN INDIANAPOLIS, INDIANA, AND THE FEDERAL COURTS LOCATED IN THE SOUTHERN DISTRICT OF INDIANA, MARION COUNTY, HAVE EXCLUSIVE JURISDICTION OVER ANY AND ALL ACTIONS AND PROCEEDINGS INVOLVING THIS AGREEMENT OR ANY OTHER AGREEMENT MADE IN CONNECTION HERewith AND DEBTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREES TO SUBMIT TO THE JURISDICTION OF SUCH COURTS FOR PURPOSES OF ANY SUCH ACTION OR PROCEEDING. DEBTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH ACTION OR PROCEEDING, INCLUDING ANY CLAIM THAT SUCH COURT IS AN INCONVENIENT FORUM, AND CONSENTS TO SERVICE OF PROCESS PROVIDED THE SAME IS IN ACCORDANCE WITH THE TERMS HEREOF. FINAL JUDGMENT IN ANY SUCH PROCEEDING AFTER ALL APPEALS HAVE BEEN EXHAUSTED OR WAIVED SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT.**

IN WITNESS WHEREOF, Debtor has executed this Agreement as of the 16<sup>th</sup> day of December, 1997.

TRACTECH INC.

By:

David E. Stoll  
Name: DAVID E. STOLL  
Title: VICE PRES. & Sec.

("Debtor")

ACKNOWLEDGMENT

STATE OF NEW YORK

)

) SS:

COUNTY OF NEW YORK

)

Before me, a Notary Public in and for the State of New York, personally appeared David E. Stoll, the Vice President & Secretary of Tractech Inc., who, first being duly sworn, acknowledged the execution of the foregoing instrument for and on behalf of each of said corporations as its duly authorized officer.

WITNESS my hand and Notarial Seal this 22<sup>nd</sup> day of December, 1997.

Denise Utt  
Notary Public

Printed

DENISE UTT  
NOTARY PUBLIC, STATE OF NEW YORK  
No. 31-9419223  
Qualified in New York County  
Commission Expires ~~March 30, 1998~~

8/31/98

I am a resident of

New York County, New York.

My commission expires:

8/31/98

**BAKER & DANIELS**  
EST. 1863

300 NORTH MERIDIAN STREET, SUITE 2700 · INDIANAPOLIS, INDIANA 46204-1782 · (317) 237-0300 · FAX (317) 237-1000

CAROL A. BRADLEY  
PARALEGAL  
(317) 237-1422

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September 24, 1998

U.S. Patent and Trademark Office  
Assignment Division  
Box Assignments, CG-4  
1213 Jefferson Davis Hwy, Suite 320  
Washington, D.C. 20231

Attention: Maya Bennett, Examiner

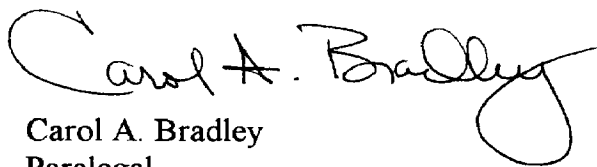
Re: Document ID No.: 100672429

Dear Ms. Bennett:

Pursuant to the U.S. Patent and Trademark Office Notice of Non-Recordation of Document dated May 19, 1998, a copy of which is attached to this letter, please find enclosed a Security Agreement between Tractech Inc. and Bank One, Indiana, National Association, for recording in the U.S. Patent and Trademark Office. A revised Form PTO-1595, with Attachment, is attached to the Security Agreement. The revised Form PTO-1595 corrects the PCT Application Number as requested on the Notice of Non-Recordation.

Also enclosed is a copy of the PTO Form-1595, dated March 16, 1998, which was returned to us with the Notice of Non-Recordation. This form indicates that the check for the recording fee (Check No. 155073 in the amount of \$760.00) has already been deposited by the U.S. Patent and Trademark Office. I have also enclosed a copy of the cancelled check which evidences that the recording fee for this Security Agreement has been paid.

Respectfully submitted,



Carol A. Bradley  
Paralegal

Enclosures:

Form PTO-1595 (Modified)  
Security Agreement  
Copy of Notice of Non-Recordation  
of Document  
Copy of Form PTO-1595, dated  
March 16, 1998  
Copy of Cancelled Check No. 155073  
Return Postcard

RECORDED: 09/28/1998

PATENT  
REEL: 9472 FRAME: 0817