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UNITED STATES PATENT AND TRADEMARK OFFICE  
RECORDATION FORM COVER SHEET  
PATENTS ONLY

To the Honorable Commissioner of Patents and Trademarks:

Please record the attached original document or copy thereof.

1. Name and address of conveying party:

Weigh-Tronix, Inc.  
1000 Armstrong Drive  
Fairmont, MN 56031

A Massachusetts corporation

2. Name and address of receiving party:

BankBoston, N.A., as Agent  
100 Federal Street  
Boston, MA 02110

a national banking association

3. Nature of conveyance: Amended and Restated Patent Collateral Assignment and Security Agreement

Execution date: September 22, 1998

4. Application numbers and registration numbers:

A. Patent numbers:

Patent Number:                      Issue Date:                      Title:

See Schedule A attached hereto.

B. Patent application numbers:

Application Number                      Issue Date:                      Title:

See Schedule A attached hereto.

RECORDED  
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ASSIGNMENT DIVISION

10/13/1998 JSHBAZZ 00000043 4421186

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1240.00 OP

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

Quan B. Nghiem, Esq.  
Bingham Dana LLP  
150 Federal Street  
Boston, Massachusetts 02110

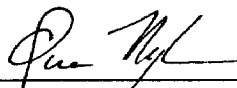
6. Total number of applications and patents involved: 31

7. Total fee enclosed: \$1240.00

8. Deposit account number: Not applicable

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.



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Quan B. Nghiem, Esq.  
October 7, 1998

Total number of pages submitted (including cover sheet and any attached Schedules, and conveyance document and any attached Schedules): 23

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

U.S. Patent and Trademark Office  
Office of Public Records  
Crystal Gateway 4, Room 335  
Washington, D.C. 20231

**SCHEDULE A****Patents**

<b>LICENSED PARTY</b>	<b>PATENT NUMBER</b>	<b>PATENT SUBJECT</b>	<b>GRANT DATE</b>
WEIGH-TRONIX, INC	4,421,186	Forklift Scale	12/20/83
WEIGH-TRONIX, INC	4,323,132	Mounting Adapter for Forklift Scale	4/6/82
WEIGH-TRONIX, INC	4,880,069	Electronic Bathroom Scale	11/14/89
WEIGH-TRONIX, INC	4,611,677	Shock-Proof Scale	9/16/86
WEIGH-TRONIX, INC	4,660,662	Digital Electronic Scale	4/28/87
WEIGH-TRONIX, INC	5,313,023	Original Mosquito load cell utility patent	5/17/94
WEIGH-TRONIX, INC	5,391,844	Continuation In-Part for Load Cell	2/21/95
WEIGH-TRONIX, INC	5,336,854	Electronic Force Sensing Load Cell	8/9/94
WEIGH-TRONIX, INC	5,442,146	Counting Scale and Load Cell	8/15/95
WEIGH-TRONIX, INC	D357,198	Display Enclosure with Display	4/11/95
WEIGH-TRONIX, INC	D354,491	Counting Balance	1/24/95
WEIGH-TRONIX, INC	5,240,190	Hammer Mill	8/31/93
WEIGH-TRONIX, INC	08/612,143	Multi-load cell scale	3/7/96
WEIGH-TRONIX, INC	5,629,489	Exclusive signal filtering	5/13/97
WEIGH-TRONIX, INC	5,604,336	Composite Load Cell	2/18/97
WEIGH-TRONIX, INC	08/491,034	Lift Truck Scale	6/16/95
WEIGH-TRONIX, INC.	08/964,765	Lift Scale	Divisional Filed 11/5/97
WEIGH-TRONIX, INC	08/559,976	Automatic Span Adjustment	11/17/95
WEIGH-TRONIX, INC	29/039,800	Bench Scale Weigh Platform	5/25/95
WEIGH-TRONIX, INC	08/941,164	On-Board Track Scale	9/30/97
WEIGH-TRONIX, INC	4,372,173		2/8/83
WEIGH-TRONIX, INC	4,724,351		2/9/88
WEIGH-TRONIX, INC	4,448,546		5/15/84
WEIGH-TRONIX, INC	4,459,042		7/10/84

<b>LICENSED PARTY</b>	<b>PATENT NUMBER</b>	<b>PATENT SUBJECT</b>	<b>GRANT DATE</b>
WEIGH-TRONIX, INC	4,384,495		5/24/83
WEIGH-TRONIX, INC	4,215,570		8/5/80/
WEIGH-TRONIX, INC	4,321,500		3/23/82
WEIGH-TRONIX, INC	4,406,966		9/27/83
WEIGH-TRONIX, INC	4,592,663		6/3/86
WEIGH-TRONIX, INC	4,454,770		6/19/84
WEIGH-TRONIX, INC	4,751,849		6/21/88

**AMENDED AND RESTATED PATENT COLLATERAL ASSIGNMENT**  
**AND SECURITY AGREEMENT**

**AMENDED AND RESTATED PATENT COLLATERAL SECURITY AND PLEDGE AGREEMENT** dated as of September 22, 1998, between **WEIGH-TRONIX, INC.** (formerly known as Weigh-Tronix Acquisition Corp.), a Massachusetts corporation having its principal place of business at 1000 Armstrong Drive, Fairmont, Minnesota 56031-1000 (the "Assignor"), and **BANKBOSTON, N.A.**, having its principal place of business at 100 Federal Street, Boston, Massachusetts 02110, as agent (hereinafter in such capacity the "Agent") for itself and other lending institutions (hereinafter, collectively, the "Banks") which are, or may in the future become, parties to a Revolving Credit and Term Loan Agreement dated as of May 1, 1998 (as amended and in effect from time to time, the "Credit Agreement"), among Palometa Investments B.V., SWT Limited, Salter Housewares Holdings Limited, Salter Housewares Limited, (each a "Borrower" and collectively the "Borrowers"), Weigh-Tronix Canada, ULC ("Weigh-Tronix Canada") and the Guarantors (as defined in the Credit Agreement) party thereto, the Banks, BankBoston, N.A., acting through its London Branch as Fronting Bank (the "Fronting Bank"), BankBoston, N.A., acting through its London Branch as Foreign Agent (in such capacity, the "Foreign Agent") and the Agent.

**WHEREAS**, it is a condition precedent to the Banks' making any loans or otherwise extending credit to the Borrowers and Weigh-Tronix Canada under the Credit Agreement that the Assignor execute and deliver to the Agent, for the benefit of the Banks, the Fronting Bank, the Foreign Agent and the Agent, a patent agreement in substantially the form hereof;

**WHEREAS**, the Assignor has executed and delivered to the Agent, for the benefit of the Banks, the Fronting Bank, the Foreign Agent and the Agent, a Security Agreement dated as of May 1, 1998, among the Assignor, Weigh-Tronix LLC, and the Agent (the "Security Agreement"), pursuant to which the Assignor has granted to the Agent, for the benefit of the Banks, the Fronting Bank, the Foreign Agent and the Agent, a security interest in certain of the Assignor's personal property and fixture assets, including without limitation the patents and patent applications listed on Schedule A attached hereto, all to secure the payment and performance of the Obligations (as defined in the Credit Agreement); and

**WHEREAS**, this Patent Agreement is supplemental to the provisions contained in the Security Agreement;

**WHEREAS**, Weigh-Tronix Acquisition Corp. has amended its name and is now known as Weigh-Tronix, Inc.;

**NOW, THEREFORE**, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

**1. DEFINITIONS.**

Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Credit Agreement and the Security Agreement. In addition, the following terms shall have the meanings set forth in this §1 or elsewhere in this Patent Agreement referred to below:

Patent Agreement. This Patent Collateral Assignment and Security Agreement, as amended and in effect from time to time.

Patent Collateral. All of the Assignor's right, title and interest in and to all of the Patents, the Patent License Rights, and all other Patent Rights, and all additions, improvements, and accessions to, all substitutions for and replacements of, and all products and Proceeds (including insurance proceeds) of any and all of the foregoing, and all books and records and technical information and data describing or used in connection with any and all such rights, interests, assets or property.

Patent License Rights. Any and all past, present or future rights and interests of the Assignor pursuant to any and all past, present and future licensing agreements in favor of the Assignor, or to which the Assignor is a party, pertaining to any Patents, or Patent Rights, owned or used by third parties in the past, present or future, including the right in the name of the Assignor or the Agent to enforce, and sue and recover for, any past, present or future breach or violation of any such agreement.

Patent Rights. Any and all past, present or future rights in, to and associated with the Patents throughout the world, whether arising under federal law, state law, common law, foreign law, or otherwise, including but not limited to the following: all such rights arising out of or associated with the Patents; the right (but not the obligation) to register claims under any federal, state or foreign patent law or regulation; the right (but not the obligation) to sue or bring opposition or bring cancellation proceedings in the name of the Assignor or the Agent for any and all past, present and future infringements of or any other damages or injury to the Patents or the Patent Rights, and the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, damage or injury; and the Patent License Rights.

Patents. All patents and patent applications, whether United States or foreign, that are owned by the Assignor or in which the Assignor has any right, title or interest, now or in the future, including but not limited to:

(a) the patents and patent applications listed on Schedule A hereto (as the same may be amended pursuant hereto from time to time);

(b) all letters patent of the United States or any other country, and all applications for letters patent of the United States or any other country;

(c) all re-issues, continuations, divisions, continuations-in-part, renewals or extensions thereof;

(d) the inventions disclosed or claimed therein, including the right to make, use, practice and/or sell (or license or otherwise transfer or dispose of) the inventions disclosed or claimed therein; and

(e) the right (but not the obligation) to make and prosecute applications for such Patents.

Proceeds. Any consideration received from the sale, exchange, license, lease or other disposition or transfer of any right, interest, asset or property which constitutes all or any part of the Patent Collateral, any value received as a consequence of the ownership, possession, use or practice of any Patent Collateral, and any payment received from any insurer or other person or entity as a result of the destruction or the loss, theft or other involuntary conversion of whatever nature of any right, interest, asset or property which constitutes all or any part of the Patent Collateral.

PTO. The United States Patent and Trademark Office.

## **2. GRANT OF SECURITY INTEREST.**

To secure the payment and performance in full of all of the Obligations, the Assignor hereby grants, assigns, transfers and conveys to the Agent, for the benefit of the Banks, the Fronting Bank, the Foreign Agent and the Agent, BY WAY OF COLLATERAL SECURITY, all of the Patent Collateral. NONE OF THE AGENT, THE FRONTING BANK, THE FOREIGN AGENT OR ANY OF THE BANKS ASSUMES ANY LIABILITY ARISING IN ANY WAY BY REASON OF ITS HOLDING SUCH COLLATERAL SECURITY.

## **3. REPRESENTATIONS, WARRANTIES AND COVENANTS.**

The Assignor represents, warrants and covenants that: (a) Schedule A attached hereto sets forth a true and complete list of all the patents, rights to patents and patent applications now owned, licensed, controlled or used by the

Assignor; (b) the issued Patents are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and there is no litigation or proceeding pending concerning the validity or enforceability of the issued Patents; (c) to the best of the Assignor's knowledge, each of the issued Patents is valid and enforceable; (d) to the best of the Assignor's knowledge, there is no infringement by others of the issued Patents or Patent Rights; (e) no claim has been made that the use of any of the Patents does or may violate the rights of any third person, and to the best of the Assignor's knowledge there is no infringement by the Assignor of the patent rights of others; (f) the Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents (other than ownership and other rights reserved by third party owners with respect to Patents which the Assignor is licensed to practice or use), free and clear of any liens, charges, encumbrances and adverse claims, including without limitation pledges, assignments, licenses, shop rights and covenants by the Assignor not to sue third persons, other than the security agreement and mortgage created by the Security Agreement and this Patent Agreement; (g) the Assignor has the unqualified right to enter into this Patent Agreement and perform its terms and has entered and will enter into written agreements with each of its present and future employees, agents, consultants, licensors and licensees which will enable it to comply with the covenants herein contained; (h) this Patent Agreement, together with the Security Agreement, will create in favor of the Agent, for the benefit of the Banks, the Fronting Bank, and the Foreign Agent a valid and perfected first priority security interest in the Patent Collateral upon making the filings referred to in clause (i) of this §3; and (i) except for the filing of financing statements with Secretary of State for the State of Minnesota under the Uniform Commercial Code and the filing of this Patent Agreement with the PTO, no authorization, approval or other action by, and no notice to or filing with, any governmental or regulatory authority, agency or office is required either (i) for the grant by the Assignor or the effectiveness of the security interest and assignment granted hereby or for the execution, delivery and performance of this Patent Agreement by the Assignor, or (ii) for the perfection of or the exercise by the Agent of any of its rights and remedies hereunder.

#### **4. NO TRANSFER OR INCONSISTENT AGREEMENTS.**

Without the Agent's prior written consent and except for licenses of the Patent Collateral in the ordinary course of the Assignor's business consistent with its past practises, the Assignor will not (a) mortgage, pledge, assign, encumber, grant a security interest in, transfer, license or alienate any of the Patent Collateral, or (b) enter into any agreement (for example, a license agreement) that is inconsistent with the Assignor's obligations under this Patent Agreement or the Security Agreement.

#### **5. AFTER-ACQUIRED PATENTS, ETC.**

##### **5.1. After-acquired Patents.**



If, before the Obligations shall have been finally paid and satisfied in full, the Assignor shall obtain any right, title or interest in or to any other or new patents, patent applications or patentable inventions, or become entitled to the benefit of any patent application or patent or any reissue, division, continuation, renewal, extension, or continuation-in-part of any of the Patent Collateral or any improvement on any of the Patent Collateral, the provisions of this Patent Agreement shall automatically apply thereto and the Assignor shall promptly give to the Agent notice thereof in writing and execute and deliver to the Agent such documents or instruments as the Agent may reasonably request further to transfer title thereto to the Agent, for the benefit of the Banks and the Agent.

### **5.2. Amendment to Schedule.**

The Assignor authorizes the Agent to modify this Patent Agreement, without the necessity of the Assignor's further approval or signature, by amending Schedule A hereto to include any future or other Patents or Patent Rights under §2 or §5 hereof.

## **6. PATENT PROSECUTION.**

### **6.1. Assignor Responsible.**

The Assignor shall assume full and complete responsibility for the prosecution, grant, enforcement or any other necessary or desirable actions in connection with the Patent Collateral, and shall hold the Agent, the Fronting Bank, the Foreign Agent and the Banks harmless from any and all costs, damages, liabilities and expenses which may be incurred by the Agent, the Fronting Bank, the Foreign Agent or any of the Banks in connection with the Agent's title to any of the Patent Collateral or any other action or failure to act in connection with this Patent Agreement or the transactions contemplated hereby. In respect of such responsibility, the Assignor shall retain patent counsel acceptable to the Agent.

### **6.2. Assignor's Duties, etc.**

The Assignor shall have the duty, through patent counsel acceptable to the Agent, to prosecute diligently any patent applications of the Patents pending as of the date of this Patent Agreement or thereafter, to make application for unpatented but reasonably patentable inventions and to preserve and maintain all rights in the Patents, including without limitation the payment when due of all maintenance fees and other fees, taxes and other expenses which shall be incurred or which shall accrue with respect to any of the Patents. Any expenses incurred in connection with such applications and actions shall be borne by the Assignor. The Assignor shall not abandon any filed patent application, or any pending patent application or patent, without the consent of the Agent, which consent shall not be unreasonably withheld. The Agent hereby appoints the Assignor as its agent for all matters referred to in the foregoing provisions of

this §6 and agrees to execute any documents necessary to confirm such appointment. Upon the occurrence and during the continuance of an Event of Default, the Agent may terminate such agency by providing written notice of termination to the Assignor.

### **6.3. Assignor's Enforcement Rights.**

The Assignor shall have the right, with the consent of the Agent which shall not be unreasonably withheld, to bring suit or other action in the Assignor's own name to enforce the Patents and the Patent Rights. The Agent shall be required to join in such suit or action as may be necessary to assure the Assignor's ability to bring and maintain any such suit or action in any proper forum so long as the Agent is completely satisfied that such joinder will not subject the Agent, the Fronting Bank, the Foreign Bank or any of the Banks to any risk of liability. The Assignor shall promptly, upon demand, reimburse and indemnify the Agent, the Fronting Bank, the Foreign Bank and the Banks for all damages, costs and expenses, including legal fees, incurred by the Agent, the Fronting Bank, the Foreign Agent and any of the Banks pursuant to this §6.

### **6.4. Protection of Patents, etc.**

In general, the Assignor shall take any and all such actions (including but not limited to institution and maintenance of suits, proceedings or actions) as may be necessary or appropriate to properly maintain, protect, preserve, care for and enforce the Patent Collateral. The Assignor shall not take or fail to take any action, nor permit any action to be taken or not taken by others under its control, which would affect the validity, grant or enforcement of any of the Patent Collateral.

### **6.5. Notification by Assignor.**

Promptly upon obtaining knowledge thereof, the Assignor will notify the Agent in writing of the institution of, or any final adverse determination in, any proceeding in the PTO or any similar office or agency of the United States or any foreign country, or any court, regarding the validity of any of the Patents or the Assignor's rights, title or interests in and to any of the Patent Collateral, and of any event which does or reasonably could materially adversely affect the value of any of the Patent Collateral, the ability of the Assignor or the Agent to dispose of any of the Patent Collateral or the rights and remedies of the Agent, the Fronting Bank, the Foreign Agent and the Banks in relation thereto (including but not limited to the levy of any legal process against any of the Patent Collateral).

## **7. LICENSE BACK TO ASSIGNOR.**

Unless and until there shall have occurred and be continuing an Event of Default and the Agent has notified the Assignor that the license granted hereunder is terminated, the Agent hereby grants to the Assignor the sole and exclusive, nontransferable, royalty-free, worldwide right and license under the Patents to make, have made for it, use, sell and otherwise practice the inventions disclosed and claimed in the Patents for the Assignor's own benefit and account and for none other; provided, however, that the foregoing right and license shall be no greater in scope than, and limited by, the rights assigned to the Agent, for the benefit of the Banks, the Fronting Bank, the Foreign Agent and the Agent, by the Assignor hereby. The Assignor agrees not to sell, assign, transfer, encumber or sublicense its interest in the license granted to the Assignor in this §7, without the prior written consent of the Agent. Any such sublicenses granted on or after the date hereof shall be terminable by the Agent upon termination of the Assignor's license hereunder.

## 8. REMEDIES.

If any Event of Default shall have occurred and be continuing, then at the discretion of the Agent, or upon instructions by the Majority Banks to the Agent, and upon notice by the Agent to the Assignor: (a) the Assignor's license with respect to the Patents as set forth in §7 shall terminate; (b) the Assignor shall immediately cease and desist from the practice, manufacture, use and sale of the inventions claimed, disclosed or covered by the Patents; and (c) the Agent shall have, in addition to all other rights and remedies given it by this Patent Agreement, the Credit Agreement, the Security Agreement, and the other Loan Documents, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the Commonwealth of Massachusetts and, without limiting the generality of the foregoing, the Agent may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to the Assignor, all of which are hereby expressly waived, and without advertisement, sell or license at public or private sale or otherwise realize upon the whole or from time to time any part of the Patent Collateral, or any interest which the Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Patent Collateral all expenses (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations as set forth in the Security Agreement. Notice of any sale, license or other disposition of any of the Patent Collateral shall be given to the Assignor at least five (5) days before the time that any intended public sale or other disposition of such Patent Collateral is to be made or after which any private sale or other disposition of such Patent Collateral may be made, which the Assignor hereby agrees shall be reasonable notice of such public or private sale or other disposition. At any such sale or other disposition, the Agent may, to the extent permitted under applicable law, purchase or license the whole or any part of the Patent Collateral or interests therein sold, licensed or otherwise disposed of.

**9. COLLATERAL PROTECTION.**

If the Assignor shall fail to do any act that it has covenanted to do hereunder, or if any representation or warranty of the Assignor shall be breached, the Agent, in its own name or that of the Assignor (in the sole discretion of the Agent), may (but shall not be obligated to) do such act or remedy such breach (or cause such act to be done or such breach to be remedied), and the Assignor agrees promptly to reimburse the Agent for any cost or expense incurred by the Agent in so doing.

**10. POWER OF ATTORNEY.**

If any Event of Default shall have occurred and be continuing, the Assignor does hereby make, constitute and appoint the Agent (and any officer or agent of the Agent as the Agent may select in its exclusive discretion) as the Assignor's true and lawful attorney-in-fact, with the power to endorse the Assignor's name on all applications, documents, papers and instruments necessary for the Agent to use any of the Patent Collateral, to practice, make, use or sell the inventions disclosed or claimed in any of the Patent Collateral, to grant or issue any exclusive or nonexclusive license of any of the Patent Collateral to any third person, or necessary for the Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Patent Collateral or any part thereof or interest therein to any third person, and, in general, to execute and deliver any instruments or documents and do all other acts which the Assignor is obligated to execute and do hereunder. The Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof, and releases the Agent, the Fronting Bank, the Foreign Agent and the Banks from any claims, liabilities, causes of action or demands arising out of or in connection with any action taken or omitted to be taken by the Agent under this power of attorney (except for the Agent's gross negligence or willful misconduct). This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Patent Agreement.

**11. FURTHER ASSURANCES.**

The Assignor shall, at any time and from time to time, and at its expense, make, execute, acknowledge and deliver, and file and record as necessary or appropriate with governmental or regulatory authorities, agencies or offices, such agreements, assignments, documents and instruments, and do such other and further acts and things (including, without limitation, obtaining consents of third parties), as the Agent may request or as may be necessary or appropriate in order to implement and effect fully the intentions, purposes and provisions of this Patent Agreement, or to assure and confirm to the Agent the grant, perfection and priority of the Agent's security interest in any of the Patent Collateral.

**12. TERMINATION.**

At such time as all of the Obligations have been finally paid and satisfied in full, this Patent Agreement shall terminate and the Agent shall, upon the written request and at the expense of the Assignor, execute and deliver to the Assignor all deeds, assignments and other instruments as may be necessary or proper to reassign and reconvey to and re-vest in the Assignor the entire right, title and interest to the Patent Collateral previously granted, assigned, transferred and conveyed to the Agent, the Fronting Bank, the Foreign Agent and the Banks by the Assignor pursuant to this Patent Agreement, as fully as if this Patent Agreement had not been made, subject to any disposition of all or any part thereof which may have been made by the Agent and the Banks pursuant hereto or the Security Agreement.

**13. COURSE OF DEALING.**

No course of dealing among the Assignor, the Banks, the Fronting Bank, the Foreign Agent and the Agent, nor any failure to exercise, nor any delay in exercising, on the part of the Agent, the Fronting Bank, the Foreign Agent or any of the Banks, any right, power or privilege hereunder or under the Security Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

**14. EXPENSES.**

Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by the Agent in connection with the preparation of this Patent Agreement and all other documents relating hereto, the consummation of the transactions contemplated hereby or the enforcement hereof, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving any of the Patent Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to any of the Patent Collateral, shall be borne and paid by the Assignor.

**15. OVERDUE AMOUNTS.**

Until paid, all amounts due and payable by the Assignor hereunder shall be a debt secured by the Patent Collateral and other Collateral and shall bear, whether before or after judgment, interest at the rate of interest for overdue principal set forth in the Credit Agreement.

**16. NO ASSUMPTION OF LIABILITY; INDEMNIFICATION.**

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NONE OF THE AGENT, THE FRONTING BANK, THE FOREIGN

AGENT OR ANY BANK ASSUMES ANY LIABILITIES OF THE ASSIGNOR WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING THE ASSIGNOR'S OWNERSHIP OR PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF THE PATENT COLLATERAL OR ANY PRACTICE, USE, LICENSE OR SUBLICENSE THEREOF, OR ANY PRACTICE, MANUFACTURE, USE OR SALE OF ANY OF THE INVENTIONS DISCLOSED OR CLAIMED THEREIN, WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE EVENT, CIRCUMSTANCE, ACT OR OMISSION OR OTHERWISE. ALL OF SUCH LIABILITIES SHALL BE EXCLUSIVELY BORNE BY THE ASSIGNOR, AND THE ASSIGNOR SHALL INDEMNIFY THE AGENT, THE FRONTING BANK, THE FOREIGN AGENT AND THE BANKS FOR ANY AND ALL COSTS, EXPENSES, DAMAGES AND CLAIMS, INCLUDING LEGAL FEES, INCURRED BY THE AGENT, THE FRONTING BANK, THE FOREIGN BANK OR ANY BANK WITH RESPECT TO SUCH LIABILITIES.

**17. RIGHTS AND REMEDIES CUMULATIVE.**

All of the Agent's, the Fronting Bank's, the Foreign Agent's and the Banks' rights and remedies with respect to the Patent Collateral, whether established hereby or by the Security Agreement or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. This Patent Agreement is supplemental to the Security Agreement, and nothing contained herein shall in any way derogate from any of the rights or remedies of the Agent, the Fronting Bank, the Foreign Agent and the Banks contained therein. Nothing contained in this Patent Agreement shall be deemed to extend the time of attachment or perfection of or otherwise impair the security interest in any of the Patent Collateral granted to the Agent for the benefit of the Banks, the Fronting Bank, the Foreign Agent and the Agent under the Security Agreement.

**18. NOTICES.**

All notices and other communications made or required to be given pursuant to this Patent Agreement shall be made pursuant to §20 of the Credit Agreement.

**19. AMENDMENT AND WAIVER.**

This Patent Agreement is subject to modification only by a writing signed by the Agent (with the consent of the Majority Banks) and the Assignor, except as provided in §5.2 hereof. The Agent shall not be deemed to have waived any right hereunder unless such waiver shall be in writing and signed by the Agent and the Majority Banks. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion.

**20. GOVERNING LAW; CONSENT TO JURISDICTION.**

**THIS PATENT AGREEMENT IS INTENDED TO TAKE EFFECT AS A SEALED INSTRUMENT AND SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS.** The Assignor agrees that any suit for the enforcement of this Patent Agreement may be brought in the courts of the Commonwealth of Massachusetts or any federal court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon the Assignor by mail at the address specified by reference in §18. The Assignor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

**21. WAIVER OF JURY TRIAL.**

**THE ASSIGNOR WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS PATENT AGREEMENT, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THE PERFORMANCE OF ANY SUCH RIGHTS OR OBLIGATIONS.** Except as prohibited by law, the Assignor waives any right which it may have to claim or recover in any litigation referred to in the preceding sentence any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. The Assignor (a) certifies that none of the Agent, the Fronting Bank, the Foreign Agent or any Bank nor any representative, agent or attorney of the Agent or any Bank has represented, expressly or otherwise, that the Agent, the Fronting Bank, the Foreign Agent or any Bank would not, in the event of litigation, seek to enforce the foregoing waivers, and (b) acknowledges that, in entering into the Credit Agreement and the other Loan Documents to which the Agent, the Fronting Bank, the Foreign Agent or any Bank is a party, the Agent, the Fronting Bank, the Foreign Agent and the Banks are relying upon, among other things, the waivers and certifications contained in this §21.

**22. MISCELLANEOUS.**

The headings of each section of this Patent Agreement are for convenience only and shall not define or limit the provisions thereof. This Patent Agreement and all rights and obligations hereunder shall be binding upon the Assignor and its respective successors and assigns, and shall inure to the benefit of the Agent, the Fronting Bank, the Foreign Agent and the Banks and their respective successors and assigns. In the event of any irreconcilable conflict between the provisions of this Patent Agreement and the Credit Agreement, or between this Patent Agreement and the Security Agreement, the provisions of the Credit Agreement or the Security Agreement, as the case may be, shall control. If any term of this Patent Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Patent Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been

included herein. The Assignor acknowledges receipt of a copy of this Patent Agreement.



IN WITNESS WHEREOF, this Patent Agreement has been executed as of the day and year first above written.

**WEIGH-TRONIX, INC.** (formerly known as Weigh-Tronix Acquisition Corp.)

By: John J. McCann III  
Name: JOHN McCANN III VICE PRESIDENT  
Title: ~~VP~~

~~BANKBOSTON, N.A., as Agent~~

By: Diane Bardsley  
Name:  
Title: Notary Public  
My commission expires 7/24/2001

BANKBOSTON, N.A., as Agent

By: Linda E. Altz  
Name:  
Title: LINDA ALTZ  
VP



## SCHEDULE A

LICENSED PARTY	COUNTRY	PATENT NUMBER	PATENT SUBJECT	GRANT DATE
WEIGH-TRONIX, INC.	U.S.	4,421,186	Forklift Scale	20.12.1983
WEIGH-TRONIX, INC.	CANADA	1,166,656	Forklift Scale	01.05.1984
WEIGH-TRONIX, INC.	U.S.	4,323,132	Mounting Adapter for Forklift Scale	06.04.1982
WEIGH-TRONIX, INC.	U.S.	4,880,069	Electronic Bathroom Scale	14.11.1989
WEIGH-TRONIX, INC.	U.S.	4,611,677	Shock-Proof Scale	16.09.1986
WEIGH-TRONIX, INC.	U.S.	4,660,662	Digital Electronic Scale	28.04.1987
WEIGH-TRONIX, INC.	U.S.	5,313,023	Original Mosquito load cell utility patent	17.05.1994
WEIGH-TRONIX, INC.	CANADA	2,133,456	Original Mosquito load cell utility patent	30.09.1994
WEIGH-TRONIX, INC.	CHINA	93101220.1	Original Mosquito load cell utility patent	03.04.1992
WEIGH-TRONIX, INC.	EUROPEAN PATENT OFFICE (DESIGNATING FRANCE, GERMANY, UNITED KINGDOM AND SWITZERLAND)	0,634,003	Original Mosquito load cell utility patent	14.08.1996
WEIGH-TRONIX, INC.	JAPAN	517411/1993	Original Mosquito load cell utility patent	03.10.1994
WEIGH-TRONIX, INC.	KOREA	94-703475	Original Mosquito load cell utility patent	04.10.1994
WEIGH-TRONIX, INC.	MEXICO	182317	Original Mosquito load cell utility patent	06.08.1996
WEIGH-TRONIX, INC.	SOUTH AFRICA	92/8933	Original Mosquito load cell utility patent	27.07.1994
WEIGH-TRONIX, INC.	TAIWAN	69007	Original Mosquito load cell utility patent	21.11.1994
WEIGH-TRONIX, INC.	U.S.	5,391,844	Continuation In-Part for Load Cell	21.02.1995
WEIGH-TRONIX, INC.	PCT/US93/05052			
WEIGH-TRONIX, INC.	EUROPEAN PATENT OFFICE (DESIGNATING GERMANY, FRANCE, UNITED KINGDOM AND SWITZERLAND) (PCT)	0,738,383	Continuation In-Part For Load Cell	01.10.1997

LICENSED PARTY	COUNTRY	PATENT NUMBER	PATENT SUBJECT	GRANT DATE
WEIGH-TRONIX, INC.	U.S.	5,336,854	Electronic Force Sensing Load Cell	09.08.1994
WEIGH-TRONIX, INC.	EUROPEAN PATENT OFFICE (DESIGNATING FRANCE, GERMANY AND UNITED KINGDOM) (PCT)	92921651	Electronic Force Sensing Load Cell	04.02.1998
WEIGH-TRONIX, INC.	SOUTH AFRICA	92/8932		27.07.1994
WEIGH-TRONIX, INC.	TAIWAN	65346		19.11.1993
WEIGH-TRONIX, INC.	U.S.	5,442,146	Counting Scale and Load Cell	15.08.1995
WEIGH-TRONIX, INC.	U.S.	D357,198	Display Enclosure with Display	11.04.1995
WEIGH-TRONIX, INC.	U.S.	D354,491	Counting Balance	24.01.1995
WEIGH-TRONIX, INC.	U.S.	5,240,190	Hammer Mill	31.08.1993
WEIGH-TRONIX, INC.	U.S.	08/612,143	Multi-load cell scale	Filed 07.03.1996
WEIGH-TRONIX, INC.	PCT	PCT/US97/ 04136		Filed 05.03.1997
WEIGH-TRONIX, INC.	U.S.	Not Filed	Creep Compensation	
WEIGH-TRONIX, INC.	U.S.	5,629,489	Exclusive signal filtering	13.05.1997
WEIGH-TRONIX, INC.		PCT/1B96/00243		
WEIGH-TRONIX, INC.	U.S.	5,604,336	Composite Load Cell	18.02.1997
WEIGH-TRONIX, INC.		PCT/US96/03021	Composite Load Cell	05.03.1996
WEIGH-TRONIX, INC.	U.S.	08/491,034	Lift Truck Scale	16.06.1995
WEIGH-TRONIX, INC.	PCT	PCT/US96/ 10204		14.01.1997
WEIGH-TRONIX, INC..	U.S.	08/964,765	Lift Scale	Divisional Filed 05.11.1997
WEIGH-TRONIX, INC.	U.S.	08/559,976	Automatic Span Adjustment	Filed 17.11.1995
WEIGH-TRONIX, INC.	U.S.	29/039,800	Bench Scale Weigh Platform	Filed 25.05.1995
WEIGH-TRONIX, INC.	U.S.	08/941,164	On-Board Track Scale	Filed 30.09.1997
WEIGH-TRONIX, INC.	U.S.	Not Filed	Resilient Scale Material	
WEIGH-TRONIX, INC.	U.S.	4,372,173		08.02.1983 Issued 20.10.2000 Expires

LICENSED PARTY	COUNTRY	PATENT NUMBER	PATENT SUBJECT	GRANT DATE
WEIGH-TRONIX, INC.	U.S.	4,724,351		09.02.1988 Issued 09.02.2005 Expires
WEIGH-TRONIX, INC.	U.S.	4,448,546		15.05.1984 Issued 15.05.2001 Expires
WEIGH-TRONIX, INC.	U.S.	4,459,042		10.07.1984 Issued 26.08.2003 Expires
WEIGH-TRONIX, INC.	U.S.	4,479,391		Expired
WEIGH-TRONIX, INC.	U.S.	4,384,495		24.05.1983 Issued 17.11.2000 Expires
WEIGH-TRONIX, INC.	U.S.	4,215,570		05.08.1980 Issued 20.04.1999 Expires
WEIGH-TRONIX, INC.	U.S.	4,321,500		23.03.1982 Issued 17.12.1999 Expires
WEIGH-TRONIX, INC.	U.S.	4,406,966		27.09.1983 Issued 27.09.2000 Expires
WEIGH-TRONIX, INC.	U.S.	4,592,663		03.06.1986 Issued 10.05.2004 Expires
WEIGH-TRONIX, INC.	U.S.	4,089,058		Expired
WEIGH-TRONIX, INC.	U.S.	4,454,770		19.06.1984 Issued 12.24.2001 Expires
WEIGH-TRONIX, INC.	U.S.	3,742,418		Expired
WEIGH-TRONIX, INC.	U.S.	4,064,744		Expired
WEIGH-TRONIX, INC.	U.S.	4,751,849		21.06.1988 Issued 21.06.2005 Expires
WEIGH-TRONIX, INC.	Canada	1,167,664	Resonant Force Transducer	5/22/1984
WEIGH-TRONIX, INC.	Europe (France, Switzerland, UK and Germany)	0050307	Resonant Force Transducer	2/5/1986
WEIGH-TRONIX, INC.				

BUSDOCS:627427.1

**PATENT  
REEL: 9490 FRAME: 0782**

LICENSED PARTY	COUNTRY	PATENT NUMBER	PATENT SUBJECT	GRANT DATE
WEIGH-TRONIX, INC.	Canada	1,209,369	Double Resonating Beam Forcer Transducer	8/12/96
WEIGH-TRONIX, INC.	Europe (France, Switzerland, UK and Germany)	0144311	Double Resonating Beam Force Transducer	4/1/1983
WEIGH-TRONIX, INC.	Canada	1,165,584	Mounting System for Applying Forces to Load-Sensitive Resonators	4/17/1984
WEIGH-TRONIX, INC.	Europe (Belgium, France, Italy, Netherlands, Switzerland, UK and Germany)	0,052,318	Mounting System for Applying forces to Load-Sensitive Resonators	5/14/1986
WEIGH-TRONIX, INC.	Japan	184530/1981	Mounting System for Applying Forces to Load-Sensitive Resonators	11/17/1981
WEIGH-TRONIX, INC.	Mexico	190,095	Mounting Systems for Applying forces to Load-Sensitive Resonators	11/18/1981
WEIGH-TRONIX, INC.	Canada	1,137,213	Miniature Quartz Resonator Force Transducer	12/07/1982
WEIGH-TRONIX, INC.	France	2,454,614	Miniature Quartz Resonator Force Transducer	4/17/1980
WEIGH-TRONIX, INC.	Italy	21470A/80	Miniature Quartz Resonator Force Transducer	4/17/1980
WEIGH-TRONIX, INC.	Japan	80(55)51570	Miniature Quartz Resonator Force Transducer	4/18/1980
WEIGH-TRONIX, INC.	Switzerland	0651667	Miniature Quartz Resonator Force Transducer	4/17/1980
WEIGH-TRONIX, INC.	UK	2,050,692	Miniature Quartz Resonator Force Transducer	3/4/1980
WEIGH-TRONIX, INC.	Germany	P3013185.2	Miniature Quartz Resonator Force Transducer	4/3/1980
WEIGH-TRONIX, INC.	Canada	1,141,983	Longitudinal Isolation System for Flexurally Vibration Force Transducer	3/1/1983
WEIGH-TRONIX, INC.	Europe (Switzerland, UK, Germany and France)	0030741	Longitudinal Isolation System for Flexurally Vibration Force Transducer	12/17/1980

LICENSED PARTY	COUNTRY	PATENT NUMBER	PATENT SUBJECT	GRANT DATE
WEIGH-TRONIX, INC.	Japan	178640/1980	Longitudinal Isolation System for Flexurally Vibration Force Transducer	12/17/1980
WEIGH-TRONIX, INC.	Mexico	189,968	Longitudinal Isolation System for Flexurally Vibration Force Transducer	11/4/1981
WEIGH-TRONIX, INC.	Canada	1,148,643	Isolating and Temperature Compensation Systems	6/21/1983
WEIGH-TRONIX, INC.	Canada	1,165,830	Isolating and Temperature Compensation Systems	4/17/1984
WEIGH-TRONIX, INC.	Europe (Switzerland, UK, Germany and France)	0,033,097	Isolating and Temperature Compensation Systems	5/2/1985
WEIGH-TRONIX, INC.	Japan	10719/1981	Isolating and Temperature Compensation Systems	1/27/1981
WEIGH-TRONIX, INC.	Mexico	153,482	Isolating and Temperature Compensation Systems	11/6/1986
WEIGH-TRONIX, INC.	Canada	481,135	Resonant Temperature Transducer	5/9/1985
WEIGH-TRONIX, INC.	Europe	0161533	Resonate Temperature Transducer	4/19/1985
WEIGH-TRONIX, INC.	Japan	96164/85	Resonant Temperature Transducer	5/9/1985
WEIGH-TRONIX, INC.	Canada	1,099,017	Real Time Data Processing and Display System	4/7/1981