

10-14-1998

ER SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



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To the Honorable Commissione

100849069

the attached original documents or copy thereof.

1. Name of conveying party(ies):

Zecal Corp., a Delaware corporation

10.06.98

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

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation

Internal Address: _____

Street Address: 10 South LaSalle Street

Suite 2800

City: Chicago, State: IL ZIP: 60603

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: April 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)

08/788,283
08/950,236

B. Patent No.(s)

5,058,799 5,100,714
5,608,617 5,716,713

Additional numbers attached? Yes No

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

Name: Federal Research Corp.

Internal Address: _____

Street Address: 400 Seventh St NW

Suite 101

City: Washington State: DC ZIP: 20004

6. Total number of applications and patents involved: 6

7. Total fee (37 CFR 3.41)..... \$240⁰⁰

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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

10/07/1998 JSHBAZZ 0000064 08788283

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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.

Sara A. McIntire
Name of Person Signing

Sara A. McIntire
Signature

October 1, 1998
Date

Total number of pages including cover sheet, attachments, and document: 5

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

PATENT
REEL: 9490 FRAME: 0800

PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of April 29, 1998, by ZECAL CORP., a Delaware corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation ("Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof by and between Grantor and Lender (including all annexes, exhibits or schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), Lender has agreed to make the Loans and to incur Letter of Credit Obligations;

WHEREAS, Lender is willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Loan Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Lender this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Schedule A to the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Grantor hereby grants to Lender a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):

(a) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing; and

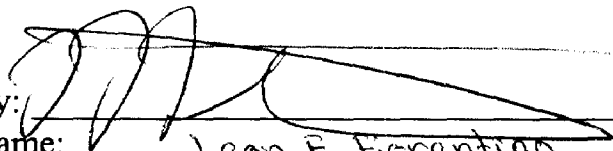
(c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any Patent License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Patent Collateral

made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

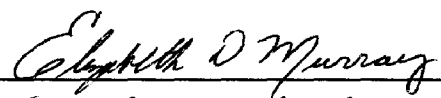
IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ZECAL CORP.

By: 
Name: Leon E. Fiorentino
Title: Vice President

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION

By: 
Name: ELIZABETH D MURRAY
Title: SENIOR VICE PRESIDENT

ACKNOWLEDGMENT OF GRANTOR

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 29th day of April, 1998 before me personally appeared Leon F. Fiorentino, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Zecal Corp., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Nancy Wegrzyn
Notary Public

{seal}



SCHEDULE I
to
PATENT SECURITY AGREEMENT

PATENT REGISTRATIONS

<u>Registration No.</u>	<u>Issuance Date</u>
5,058,799	October 22, 1991
5,100,714	March 31, 1992
5,608,617	March 4, 1997
5,716,713	February 10, 1998

PATENT APPLICATIONS

<u>Serial No.</u>	<u>Filing Date</u>
08/788,283	January 24, 1997
08/950,236	October 14, 1997

PATENT LICENSES

None