

10-20-1998

1 SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

100854079

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

1. Name of conveying party(ies):

Alexander Manufacturing Co.

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

3. Nature of conveyance:

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

Execution Date: January 3, 1998

2. Name and address of receiving party(ies)

Name: BankBoston, N.A.

Internal Address: _____

Street Address: 1511 S. Garfield Place

City: Mason City State: Iowa ZIP: 50401

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)

B. Patent No.(s)

See Schedule A attached

Additional numbers attached? ☒ Yes ☐ No

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

Name: Laura E. Goldbard

Internal Address: _____

Street Address: Stroock & Stroock & Lavan LLP
180 Maiden Lane

City: New York State: NY ZIP: 10038

6. Total number of applications and patents involved:

23

7. Total fee (37 CFR 3.41).....\$ 920.00

☐ Enclosed☒ Authorized to be charged to deposit account

8. Deposit account number:

19-4709

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

10/20/1998 JSHABRZZ 00000039 194709 4749934
01 FC:581 920.00 CH

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.

Brian S. Tomlin

Name of Person Signing

BSTL Reg. No. 41,349

Signature

October 12, 1998

Date

8

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

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231PATENT
REEL: 9507 FRAME: 0700

SCHEDULE A

SCHEDULE OF PATENTS

<u>U.S. Patent No.</u>	<u>Date of Patent</u>	<u>Title</u>
<u>U.S. Patents</u>		
4,749,934	06/07/88	Intrinsically Safe Battery Circuit
4,806,840	02/21/89	Method and Apparatus for Charging a Nickel-Cadmium Battery
5,057,386	10/15/91	Seal for Cells Containing Alkaline Electrolyte
5,144,248	09/01/92	Method and Apparatus for Measuring the Voltage and Charge of a Battery
5,196,779	03/23/93	Battery Maintenance System
5,198,314	03/30/93	Seal for Cells Containing Alkaline Electrolyte
5,223,690	06/29/93	Process and Apparatus for Spot-Welding a Flexible Welding Board to a Battery Cell
5,229,566	07/20/93	Process and Apparatus for Spot-Welding a Flexible Welding Board to a Battery Cell
5,298,712	03/29/94	Welding System for a Battery Pack
5,314,764	05/24/94	Flexible Welding Board for a Battery Pack
5,315,253	05/24/94	Method and Apparatus for Measuring the Voltage and Charge of a Battery
5,418,088	05/23/95	Laser Inscribed Battery Case
5,521,021	05/28/96	Electric Vehicle Cell

U.S. Design Patents

337,985	08/03/93	Battery Charger
334,926	03/08/94	Battery Housing for a Portable Radio Telephone
384,044	06/21/94	Battery Housing for a Portable Radio Telephone
349,093	07/26/94	Cellular Telephone Battery
349,094	07/27/94	Battery Housing for a Communication Transceiver
350,328	09/06/94	Cellular Telephone Battery
350,330	09/06/94	Personal Battery Charger
352,269	11/08/94	Cellular Telephone Battery
355,158	02/07/95	Battery Housing for a Communication Transceiver
356,065	03/07/95	Battery Housing for a Portable Radio Telephone

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT is made as of the 19th day of December, 1997, by and between Alexander Manufacturing Co. (the "Borrower"), an Iowa corporation with a principal place of business and chief executive office at 1511 S. Garfield Place, Mason City, Iowa 50401, to BankBoston, N.A. (the "Secured Party"), a national banking association having its head office at 100 Federal Street, Boston, Massachusetts 02110.

Borrower and Secured Party have entered into a Loan and Security Agreement dated as of December 19, 1997 (collectively, the "Loan Agreement") pursuant to which Secured Party has agreed, subject to the terms and conditions set forth therein, to confirm to Borrower; and

In consideration of the promises and of the willingness of Secured Party to enter into the Loan Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Borrower hereby agrees with Secured Party as follows:

1. Defined Terms.

Except as otherwise expressly provided herein, all capitalized terms not otherwise defined herein shall have the same meanings ascribed to such terms in the Loan Agreement, or, if not defined therein, shall have the meanings ascribed to them pursuant to generally accepted accounting principles.

2. Security Interest in Patents.

To secure the complete and timely payment, observance, performance and satisfaction of all secured Obligations as defined in the Loan Agreement, Borrower hereby grants, assigns and conveys to Secured Party, subject to the conditions hereinafter set forth, a security interest in and to all of its now owned and existing or hereafter acquired:

patents that may have been or may hereafter be granted in, and pending and future applications for patents in, the United States or foreign countries (including without limitation those listed in Schedule A annexed hereto), and all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof and all improvements made thereon, together with all rights (subject to the terms set forth herein) to bring actions for past, present, and future infringements and all rights corresponding thereto, including without limitation the right to retain all profits and damages from such past infringements, and all proceeds of any of the foregoing, including without limitation license royalties and proceeds of infringement suits (collectively, the "Patents").

3. After Acquired Patents.

During the term of this Agreement, if Borrower shall obtain rights to any new patentable inventions, or become entitled to the benefit of a patent application or patent for any reissued, division, continuation, renewal, extension or continuation-in-part of any Patent or any

improvement on any Patent, the provisions of Section 2 hereof shall apply thereto and such rights and entitlements shall be deemed to be Patents for the purposes of this Agreement immediately upon the Borrower's obtaining such rights or entitlements. Borrower shall notify Secured Party forthwith upon obtaining such rights or entitlements, and hereby appoints Secured Party as its attorney-in-fact with full power of substitution to amend Schedule A hereto to include any Patents to which it may in the future obtain rights.

4. Further Assurances.

Each party agrees to cooperate fully with the other party and to prepare, execute and deliver from time to time all such documents and instruments and financing statements, in form suitable for recording at the United States Patent and Trademark Office or other appropriate governmental office, and to take such further action as may be reasonably requested by the other party, to be evidence of the security interest described herein, and to carry into effect the intents and purposes of this Agreement.

5. License to Use Patents; Transfer; Sublicenses.

(a) Subject to the provisions hereof, Secured Party agrees that Borrower shall have the exclusive right to use and license to make, have made, use and sell the inventions as described and claimed under the Patents for Borrower's sole and exclusive benefit. Borrower shall not license or sublicense all or any portion of the Patents subject to the Secured Party's security interest without the express prior written consent of Secured Party, which shall not be unreasonably withheld or delayed.

(b) Upon the payment and performance by Borrower of all Obligations (provided that Secured Party is no longer obligated to make loans or other credits under the Loan Agreement, or under any amendment, modification, restatement, replacements or substitution thereof), Secured Party promptly shall release all of its right, title and interest in the Patents, and shall execute and deliver to Borrower all releases, deeds, assignments and other instruments as may be necessary to release its security interest in the Patents in the United States Patent and Trademark Office.

6. Prosecution and Enforcement of Patents.

Provided that no Event of Default, and subject to the terms set forth herein, Borrower shall have the sole right to institute and prosecute proceedings or actions to enforce or defend any of the Patents. If Secured Party reasonably believes failure to institute and prosecute such a proceeding or action would create a Material Adverse Change, Secured Party may request that Borrower institute such proceedings or actions. In the event that Borrower fails to promptly commence and/or diligently prosecute any such actions or proceedings, Secured Party shall have the right, but not the obligation, to bring such suit in its own name to enforce the Patents and any licenses thereunder. In the event that either Borrower or Secured Party shall bring a proceeding or action as permitted by this Section 6, the other shall, at the request of the party bringing the suit, do any and all lawful acts reasonably requested, including, without limitation, joining in such suit as a necessary named party, and shall execute any and all proper documents reasonably required in aid of such suit. Borrower shall, upon demand, reimburse and indemnify Secured

Party for all costs and expenses (including without limitation reasonable attorneys' fees) incurred by Secured Party in connection with Secured Party's actions under this Section. All such costs and expenses constitute "Obligations" of Borrower. Notwithstanding the terms set forth in Section 2, so long as there is not an Event of Default outstanding, Borrower shall be entitled to retain all profits and damages from any such proceedings (subject to its obligation to reimburse and indemnify Secured Party for any costs and expenses which Secured Party may have incurred in connection therewith).

7. Rights and Remedies of Secured Party.

After occurrence of an Event of Default, in addition to the rights and remedies contained in the Loan Agreement, Secured Party shall have the following rights and remedies:

- (a) All rights and remedies provided by law;
- (b) All rights and remedies provided in this Agreement; and
- (c) All rights and remedies provided in the Loan Agreement and in any other agreement, document or instrument pertaining to any of the Obligations.

8. Rights of Secured Party to Dispose of Patents.

Without limiting the generality of Section 7 hereof, at any time after an Event of Default, Secured Party may immediately, without demand, and without notice (except as required by law), license, sell at public or private sale or otherwise realize upon, all or any part of, the Patents, or any interest which the Secured Party may have therein. After deducting from the proceeds of such license, sale or other disposition of the Patents all costs and expenses in connection therewith (including reasonable legal costs and fees of brokers and attorneys), Secured Party shall apply the remaining proceeds to the payment of the Obligations in such order of priority as is determined pursuant to the Loan Agreement and any surplus shall be returned to Borrower or as required by court order. In the event that the proceeds of any license, sale or other disposition of the Patents hereunder are insufficient to pay all of the Obligations in full, Borrower will be liable for the deficiency, together with interest thereon, at the rate as provided in the Loan Agreement, and the costs and expenses of collection of such deficiency, including, without limitation, attorneys' fees, expenses and disbursements.

9. Certain Representations, Warranties and Covenants

Borrower represents, warrants and covenants that:

- (a) Borrower is the sole and exclusive owner of the entire right, title and interest in and to the Patents, free and clear of any liens, charges and encumbrances;
- (b) Borrower has no knowledge of any pending or threatened claim that challenges, in whole or in part, the validity or enforceability of any of the Patents; and

(c) Borrower has the right to execute and deliver this Agreement and perform its terms, and shall not take any action, or permit any action to be taken by others under its control, or fail to take any action, which action or inaction would affect the validity or enforceability of the Patents or any of Secured Party's rights hereunder.

10. Third Party Rights Protected

Secured Party agrees that any exercise of its rights and remedies will not affect any rights granted to any third parties, which rights either exist on the date hereof and have been disclosed to the Secured Party on or before the date hereof in writing, or which were granted with the written consent of the Secured Party, and that such licenses or sublicenses will remain in full force and effect in accordance with their terms following any such exercise of Secured Party's rights; provided, however, Secured Party shall be entitled to all rights and benefits of Borrower thereunder, and provided further, that this Section 10 shall not apply to any licenses or sublicenses in which the licensee or sublicensee is an Affiliate of Borrower. Notwithstanding anything herein to the contrary, Borrower shall not enter into any license or sublicense of the Patents or any portion thereof unless such license or sublicense, by its terms, permits the transfer of all rights of the Borrower thereunder to the Secured Party and its successors in interest without the consent of the licensee or sublicensee or any third party.

11. Miscellaneous.

(a) Any term or provision of this Agreement may be amended, and the observance of any term of this Agreement may be waived, only by a writing signed by the Borrower and Secured Party. No delay or omission on the part of a party in exercising any right hereunder shall operate as a waiver of such right or any of any other right hereunder. No waiver by a party of any default shall be effective unless in writing nor operate as a waiver of any other default or of the same default on a future occasion.

(b) This Agreement shall inure to the benefit of and be binding upon Borrower and Secured Party and their respective permitted successors and assigns.

(c) Notwithstanding anything herein to the contrary, this Agreement shall continue to be effective or be reinstated, as the case may be, if at any time any amount received by Secured Party in respect of the Obligations is rescinded or must otherwise be restored or returned by Secured Party upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of Borrower or upon the appointment of any intervenor or conservator of, or trustee or similar official for, Borrower or any substantial part of its properties, or otherwise, all as though such payments had not been made.

(d) This Agreement shall be governed by the laws of the Commonwealth of Massachusetts and shall take effect as an instrument under seal. In case any provision in this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. Section headings are for convenience of reference only and shall not be considered in construing this Agreement, which may be executed in any number of which together shall constitute one instrument. Except

as otherwise provided herein, notice to Borrower or Secured Party shall be deemed to have been sufficiently given or served for all purposes given or served in accordance with the provisions of the Loan Agreement.

(e) BORROWER AND SECURED PARTY EACH HEREBY KNOWINGLY VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE OR HEREAFTER HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS ASSIGNMENT. Borrower hereby certifies that neither Secured Party nor any of its representatives, agents or counsel as represented expressly or otherwise Secured Party would not in the event of any such suit, action or proceeding seek to enforce this waiver of right to trial by jury. Borrower acknowledges that the Secured Party has been induced to enter into this Assignment by, among other things, this waiver. Borrower acknowledges that it has read the provisions of this Assignment and in particular this paragraph; has consulted legal counsel; understands the rights it is granting in this Assignment and is waiving in this in particular; and makes the above waiver knowingly, voluntarily and intentionally.

IN WITNESS WHEREOF, Borrower has executed this Agreement as a sealed instrument as of the date first above written.

Borrower:
Alexander Manufacturing Co.

By: Lawrence A. Murray
Lawrence A. Murray, President

COMMONWEALTH OF MASSACHUSETTS

Suffolk County, ss.

January 3, 1998

Lawrence A. Murray, the President of Alexander Manufacturing Co. appeared before me and executed and acknowledged the foregoing instrument to be the free act and deed of Alexander Manufacturing Co.

[Signature]
Notary Public
My Commission Expires: Oct 26, 2001