

11-03-1998

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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To the Honorable Commissioner of F

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attached original documents or copy thereof.

1. Name of conveying party(ies):

International Press and Shear Corporation

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

Name: Foothill Capital Corporation

Internal Address: _____

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

3. Nature of conveyance:

☒ Assignment
and☐ Merger☒ Security Agreement☐ Change of Name☐ Other _____Street Address: 7443 Lee Davis RoadCity: Mechanicsville State: VA ZIP: 23111Execution Date: July 23, 1998Additional 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)

08/731,841 (filed on October 21, 1996)

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Rhonda J. Birdwell, ParalegalInternal Address: Parker, Hudson, Rainer & Dobbs LLPStreet Address: 285 Peachtree Center Avenue1500 Marquis Two TowerCity: Atlanta State: GA ZIP: 30303

6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 3.41):..... \$ 40.00 E

Fee already paid

☐ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number:

(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.*Rhonda J. Birdwell
Name of Person SigningRhonda Birdwell
SignatureNovember 4, 1998
Date

Total number of pages comprising cover sheet:

1

PATENT COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

THIS AGREEMENT is made this 23rd day of July, 1998, between **INTERNATIONAL PRESS AND SHEAR CORPORATION**, a Georgia corporation having as its principal place of business at 5400 Rio Grande Avenue, Jacksonville, Florida 32236 (herein referred to as "Assignor"), and **FOOTHILL CAPITAL CORPORATION** having an office at 7443 Lee Davis Road, Mechanicsville, Virginia 23111 (herein referred to as "Lender"), as follows:

1. As collateral security for, and to secure the prompt payment in full of, any and all indebtedness, obligations, liabilities, covenants and duties of Assignor to Lender of every kind and description, whether or not evidenced by any note, invoice, billing, guaranty or other instrument, and whether or not for the payment of money, direct or indirect, absolute or contingent, liquidated or unliquidated, joint or several, due or to become due, now existing or hereafter arising, including, without limitation, any debt, liability or obligation at any time owing by Assignor to Lender under that certain Loan and Security Agreement of even date herewith, among Assignor, Lender and certain other borrowers noted therein (hereinafter, including collectively all riders, exhibits and attachments thereto and any amendments thereof, "Loan Agreement") or any other agreement between Assignor and Lender, and all expenses and attorneys' fees chargeable to Assignor, whether or not provided in said Loan Agreement, this Agreement or any other agreement between Assignor and Lender (all such indebtedness, obligations, liabilities, covenants and duties being collectively herein referred to as "Obligations"), Assignor hereby grants, assigns and conveys to Lender the entire right, title and interest of Assignor in and to the patent applications and patents listed in Exhibit "A" attached hereto, including, without limitation, all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world, and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof (all of the foregoing being herein collectively referred to as the "Patents").

2. Assignor covenants with and warrants to Lender that:

(a) The Patents are, to the best of its knowledge, subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) Except as disclosed in Exhibit "A", Assignor is now and shall continue to be the sole and exclusive owner of the

entire and unencumbered right, title and interest in and to each of the Patents, free and clear of any liens, charges, claims, rights and encumbrances, including, without limitation, licenses, shop rights and covenants by Assignor not to sue third persons; and

(c) Assignor has the unqualified right to enter into this Agreement and perform its terms and has entered and will enter into written agreements with each of its present and future employees, agents and consultants which will enable it to comply with the covenants herein contained.

3. Until all of the Obligations have been satisfied in full and the Loan Agreement has been terminated, Assignor shall not enter into any license agreement relating to any of the Patents with any person or entity having any interest in any of the Patents, or otherwise become a party to any agreement with any person or entity that is inconsistent with Assignor's Obligations under this Agreement.

4. If, before the Obligations shall have been satisfied in full, Assignor shall obtain rights to any new patentable inventions, or become entitled to the benefit of any patent application or patent for any reissue, division, continuation, renewal, extension or continuation-in-part of any Patent or any improvement on any Patent, the provisions of Paragraph 1 shall automatically apply thereto and Assignor shall give to Lender prompt notice thereof in writing.

5. Assignor authorizes Lender to modify this Agreement by amending Exhibit "A" to include any future patents and patent applications which are Patents under Paragraph 1 or Paragraph 4 hereof.

6. Assignor agrees to execute such further papers and to do such other acts as may be necessary and proper to vest full title in and to the Patents in the Lender.

7. Unless and until there shall have occurred and be continuing an Event of Default (as defined in the Loan Agreement), Lender hereby grants to Assignor the exclusive, non-transferable right and license to make, have made, use and sell the inventions disclosed and claimed in the Patents for Assignor's own benefit and account and for none other. Assignor agrees not to sell or assign its interest in, or grant any sublicense under, the license granted to Assignor in this Paragraph 7, without the prior written consent of Lender which consent will not be unreasonably withheld.

8. If any Event of Default shall have occurred and be continuing and Lender shall have elected to terminate Borrower's right to obtain loans under the Loan Agreement, Assignor's license under the Patents as set forth in Paragraph 6 shall terminate forthwith, and Lender shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform

Commercial Code as enacted in the State of Georgia. Without limiting the generality of the foregoing, Lender may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Assignor, all of which are hereby expressly waived, and without advertisement (except as otherwise provided by applicable law), sell at public or private sale or otherwise realize upon the whole or from time to time any part of the Patents, or interest which the Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Patents all expenses (including all reasonable expenses for brokers' fees, auctioneer's fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations. Any remainder of the proceeds after payment in full of the Obligations shall be paid over to Assignor. Notice of any sale or other disposition of the Patents shall be given to Assignor at least seven (7) days before the time of any intended public or private sale or other disposition of the Patents is to be made, which Assignor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Lender may, to the extent permissible under applicable law, purchase the whole or any part of the Patents sold, free from any right of redemption on the part of the Assignor, which right is hereby waived and released.

9. At such time as Assignor shall completely satisfy all of the Obligations, Lender shall promptly execute and deliver to Assignor all such deeds, assignments and other instruments as may be necessary or proper to revest in Assignor full title to the Patents, subject to any disposition thereof which may have been made by Lender pursuant hereto.

10. Any and all fees, costs and expenses, of whatever kind or nature, including all attorneys' fees and legal expenses incurred by Lender in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, 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 or encumbrances, or otherwise, in protecting, maintaining and preserving the Patents or in defending or prosecuting any actions or proceedings arising out of or related to the Patents, shall be borne and paid by Assignor (it being the intent of Assignor and Lender that Assignor shall be responsible for the payment of all sums, fees, costs and expenses, including, without limitation, all maintenance fees payable with respect to the Patents) or, if paid by Lender in its sole discretion, shall be paid by Assignor to Lender **on demand** by Lender and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the rate per annum in effect from time to time under the Loan Agreement.

11. Assignor shall have the duty, consistent with Assignor's past practice, through counsel reasonably acceptable to Lender, to prosecute diligently any patent application of the Patents pending

as of the date of this Agreement or thereafter until the Obligations shall have been paid in full and the Loan Agreement terminated, to make application on unpatented but patentable inventions and to preserve and maintain all rights in patent applications of the Patents. Any expenses incurred in connection with such an application shall be borne by Assignor. Assignor shall not abandon any right to file a patent application, or any pending patent application or patent, without the prior written consent of Lender, which consent shall not be unreasonably withheld.

12. (a) Lender shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents and any license hereunder, in which event Assignor shall at the request of lender do any and all lawful acts and execute any and all proper documents required by lender in aid of such enforcement and Assignor shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses incurred by Lender in the exercise of its rights under this Paragraph 12(a); and

(b) Lender shall have the right, but shall in no way be obligated, to defend any suit or counterclaim in its own name in order to defend the Patents and any license hereunder, in which event Assignor shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such defense and Assignor shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses incurred by Lender in the exercise of its rights under this Paragraph 12(b).

13. No course of dealing between Assignor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Loan 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 future exercise thereof or the exercise of any other right, power or privilege.

14. All of Lender's rights and remedies with respect to the Patents, whether established hereby or by the Loan Agreement, or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

15. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable, in whole or in part, in any jurisdiction, the same shall be deemed severed herefrom and shall not in any manner affect such clause or provisions in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

16. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Paragraph 5.

17. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and the permitted assigns of the parties.

18. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the internal laws of the State of Georgia.

19. Assignor waives notice of Lender's acceptance hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

ATTEST:

**International Press and Shear
Corporation**

William E. Nielsen
William E. Nielsen,
Chief Financial Officer

By: T C Flood
Ted C. Flood, Chief Executive
Officer and Treasurer

[CORPORATE SEAL]

Bronda Birdwell
Witness

Accepted in Atlanta, Georgia:

Foothill Capital Corporation

By: Kenneth R. Maggi

Title: Vice President

{NOTARY ON NEXT PAGE}

STATE OF GEORGIA
COUNTY OF FULTON

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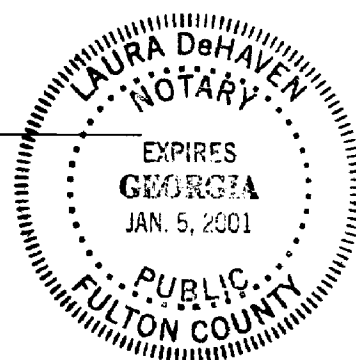
BEFORE ME, the undersigned authority, on this day personally appeared Ted C. Flood, Chief Executive Officer and Treasurer of International Press and Shear Corporation, to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 23rd day of July, 1998.

Laura DeHaven

Notary Public
My Commission Expires:

01-05-2001
[NOTARIAL SEAL]



STATE OF GEORGIA
COUNTY OF FULTON

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BEFORE ME, the undersigned authority, on this day personally appeared Kenneth R. Maggi, the Vice President of Foothill Capital Corporation,, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 23rd day of July, 1998.

Laura DeHaven

Notary Public
My Commission Expires:

01-05-2001
[NOTARIAL SEAL]

