

11-09-1998

FORM PTO-1585 (Rev. 6-93)

SHEET

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

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



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

1. Name of conveying party(ies):

Nematron Corporation

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

3. Nature of conveyance: **MRD 11-2-98**

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

Execution Date: September 28, 1998

2. Name and address of receiving party(ies)

Secured Party:

Name: Keybank National Association

Internal Address: _____

Street Address: 100 South Main Street

City: Ann Arbor State: MI ZIP: 48107-8612

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)

5,666,264

Additional numbers attached? Yes No

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

Name: Theodore D. Lienesch

Internal Address: _____

Street Address: Thompson Hine & Flory LLP

P.O. Box 8801

City: Dayton State: OH ZIP: 45401-8801

6. Total number of applications and patents involved: 1

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

20-0809

(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 any attached copy is a true copy of the original document.

Theodore D. Lienesch

Name of Person Signing

Signature

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

40.00
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10/22/98
Date

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

PATENT

REEL: 9556 FRAME: 0381

SECURITY AGREEMENT

(Patents)

This Security Agreement is made as of September 28, 1998, between **NEMATRON CORPORATION**, a Michigan corporation, having its principal place of business at 5840 Interface Drive, Ann Arbor, Michigan 48103 (the "Debtor"), and **KEYBANK NATIONAL ASSOCIATION**, a national banking association having a place of business at 100 South Main Street, Ann Arbor, Michigan 48107-8612 (the "Secured Party"). The Debtor has executed and delivered to the Secured Party (a) an Amended and Restated Revolving Credit Note dated as of September 28, 1998 in the amount of \$6,000,000, and (b) an Amended and Restated Term Note dated as of September 28, 1998 in the amount of \$1,230,000 (as amended or modified from time to time, collectively, the "Notes"), which Notes are secured by, among other security documents, a Security Agreement dated as of February 28, 1998, by the Debtor and NemaSoft, Inc. to the Secured Party (as amended or modified from time to time, the "Security Agreement").

NOW THEREFORE, to secure the payment of the Notes, the Debtor hereby grants the Secured Party a security interest in all Patents and Patent Licenses (and the Proceeds thereof) it now owns or hereafter acquires, including, but not limited to, the Patent(s) listed in Exhibit A hereto (collectively, the "Collateral"). Upon an occurrence of an Event of Default (as defined in the Repayment Agreement dated as of the date hereof, among the Debtor, NemaSoft, Inc. and the Secured Party), the Secured Party shall have, with respect to the Collateral, all of the rights and remedies of a secured party under the Uniform Commercial Code as in effect in the State of Ohio and under the Security Agreement. The Collateral, and the rights and remedies of the Secured Party with respect to the Collateral, are more fully described in, and are subject to, the Security Agreement. As used herein, the terms "Patents," "Patent Licenses" and "Proceeds" shall have the meanings given those terms by the Security Agreement.

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

NEMATRON CORPORATION

By David P. Merrifield
Its VP. Finance & Administration

KEYBANK NATIONAL ASSOCIATION

By Richard J. Boynton
Its Vice President

Exhibit A

Schedule of Patent(s)

Nematron Corporation

Patent No.	Issue Date
5,666,264	September 9, 1997

NematronPatSecAgree.wpd