

11-20-1998



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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

HEET

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

1. Name of conveying party(ies):

GALAXY AEROSPACE COMPANY, LP

Additional name(s) of conveying party(ies) attached? ☐ yes ☒ no

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

Name: PARIBAS, CHICAGO BRANCH, a Bank organized under the laws of France

Internal Address: _____

Street Address: 227 West Monroe Street, Suite 3300City Chicago State Illinois ZIP 60606Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of Conveyance:

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

Execution Date: September 30, 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)

B. Patent No.(s)

5,487,342

Additional numbers attached? ☐ Yes ☒ No

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

Name: P. Weston Musselman, Jr., Jenkins & Gilchrist, P.C.

Internal Address: _____

Street Address: 1445 Ross Avenue, Suite 3200City: Dallas State: Texas ZIP: 75202-2799

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.

(If check is not received with this correspondence or additional fees are required, please charge to deposit account 10-0447.)

8. Deposit account number: _____

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

11/20/1998 DNGUYEN 00000088 5487342

FC:581

40.00 DP

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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.

P. Weston Musselman, Jr.
 Name of Person Signing

P. Weston Musselman, Jr.
 Signature

11/9/98
 Date

Total number of pages comprising cover sheet: 6

PATENT SECURITY AGREEMENT

WHEREAS, GALAXY AEROSPACE COMPANY, LP, a Delaware limited partnership ("Debtor"), owns certain Patents and Patent Licenses;

WHEREAS, Debtor and PARIBAS, CHICAGO BRANCH, a bank organized under the laws of France acting through its Chicago Branch, as agent (the "Secured Party"), are parties to that certain Security Agreement dated as of September 30, 1998 (as the same may be renewed, extended, amended, modified, restated, supplemented and in effect from time to time, the "Security Agreement"); all terms defined in the Security Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Security Agreement;

WHEREAS, pursuant to the terms of the Security Agreement, Debtor has granted to Secured Party a security interest in all General Intangibles of Debtor including, without limitation, all of Debtor's right, title and interest in, to and under all now owned and hereafter acquired Patents and Patent Licenses, and all products and proceeds thereof, to secure the payment of the Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor does hereby grant to Secured Party a continuing security interest in all of Debtor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Patent Collateral"), whether presently existing or hereafter created or acquired:

(1) each Patent and each application for a Patent ("Patent Application"), including, without limitation, each Patent and Patent Application referred to in Schedule 1 annexed hereto, together with any reissues, continuations, divisions, modifications, substitutions or extensions thereof;

(2) each Patent License, including, without limitation, each Patent License listed in Schedule 1 annexed hereto; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present or future infringement or breach of any Patent or Patent License, including, without limitation, any Patent or Patent License referred to in Schedule 1 annexed hereto and any Patent issued pursuant to a Patent Application referred to in Schedule 1 annexed hereto.

This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Debtor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Debtor has caused this Patent Security Agreement to be duly executed by its duly authorized officer thereunto as of the 30th day of September __, 1998.

Acknowledged:

DEBTOR

GALAXY AEROSPACE COMPANY, LP,
a Delaware limited partnership

By: Galaxy Aerospace III, LLC,
a Delaware limited liability company,
its general partner

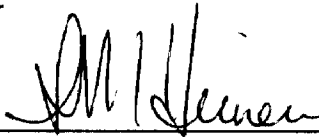
By: 

Name: Brian E. Barents

Title: President


SECURED PARTY

PARIBAS, CHICAGO BRANCH,
as Agent

By: _____

Name: Steven M. Heinen

Title: Director, Merchant Bank Group

By: _____

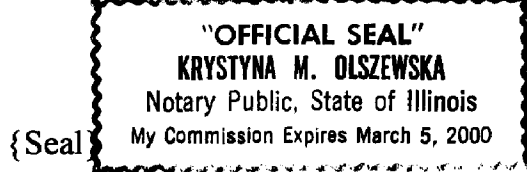
Name: John J. McCormick

By: Vice President, Merchant Bank Group

ACKNOWLEDGMENT

STATE OF ILLINOIS)
)
COUNTY OF COOK)

This instrument was acknowledged before me this 30th day of September, 1998, by Brian E. Barents, as President of Galaxy Aerospace III, LLC, a Delaware limited liability company, as general partner of Galaxy Aerospace Company, LP, on behalf of such company.

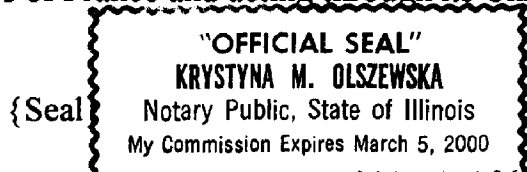


Krystyna M. Olszewska
Notary Public in and for the State of IL

My commission expires: March 5, 2000

STATE OF ILLINOIS)
)
COUNTY OF COOK)

This instrument was acknowledged before me this 30th day of September, 1998, by Steven M. Heinen, as Director, Merchant Bank Group, of Paribas, Chicago Branch, a bank organized under the laws of France and acting through its Chicago branch, as Agent, on behalf of such bank.



Krystyna M. Olszewska
Notary Public in and for the State of IL

My commission expires: March 5, 2000

STATE OF ILLINOIS)
)
COUNTY OF COOK)

This instrument was acknowledged before me this 30th day of September, 1998, by in John J. McCormick, as Vice President, Merchant Bank Group, of Paribas, Chicago Branch, a bank organized under the laws of France and acting through its Chicago branch, as Agent, on behalf of such bank.



Krystyna M. Olszewska
Notary Public in and for the State of IL

My commission expires: March 5, 2000

Schedule 1
to Patent
Security Agreement

PATENTS		
TITLE	PATENT NO.	U.S. ISSUE DATE
Galaxy Stowaway Table	5,487,342	1/30/96

PATENT APPLICATIONS		
TITLE	SERIAL NO.	U.S. FILING DATE
None		

PATENT LICENSES		
PARTIES	IDENTIFICATION	DATE