

12-21-1998

U.S. Department of Commerce  
Patent and Trademark Office  
**PATENT**



100925123

**RECORDATION FORM COVER SHEET  
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- ☒ New  
☐ Resubmission (Non-Recordation)  
Document ID#   
☐ Correction of PTO Error  
Reel #  Frame #   
☐ Corrective Document  
Reel #  Frame #

**Conveyance Type**

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

**U.S. Government**  
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☐ Departmental File ☐ Secret File

**Conveying Party(ies)**

☐ Mark if additional names of conveying parties attached

Name (line 1)

Execution Date  
Month Day Year

Name (line 2)

**Second Party**

Name (line 1)

Execution Date  
Month Day Year

Name (line 2)

**Receiving Party**

☐ Mark if additional names of receiving parties attached

Name (line 1)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)

State/Country

Zip Code

☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

12/16/1998 JWATKINS 00000187 09036248

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160.00 OP

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

**PATENT**  
**REEL: 9643 FRAME: 0455**

**Correspondent Name and Address**

Area Code and Telephone Number 317-266-5854

Name Paul J. Dunne

Address (line 1) NBD Bank, N.A.

Address (line 2) One Indiana Square, M.S. # 7025

Address (line 3) Indianapolis, IN 46266

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

# 7

**Application Number(s) or Patent Number(s)**

☐ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

**Patent Application Number(s)**

09/036,248

09/123,954

09/050,455

29/077,560

**Patent Number(s)**

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

**Patent Cooperation Treaty (PCT)**

Enter PCT application number  
only if a U.S. Application Number  
has not been assigned.

PCT

PCT

PCT

PCT

PCT

PCT

**Number of Properties**

Enter the total number of properties involved.

# 4

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41): \$ 160.00

Method of Payment:  
Deposit Account

Enclosed ☒

Deposit Account ☐

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes ☐

No ☐

**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. Charges to deposit account are authorized, as indicated herein.

PAUL J. DUNNE

Name of Person Signing

Paul J. Dunne

Signature

12/4/98

Date

PATENT, TRADEMARK AND LICENSE ASSIGNMENT

THIS PATENT, TRADEMARK AND LICENSE ASSIGNMENT ("Assignment") made as of this 4th day of DECEMBER, 1998, by EQUIPMENT TECHNOLOGIES, L.L.C., an Indiana limited liability company having its chief executive office at 2321 Executive Drive, Indianapolis, IN 46241 ("Assignor"), and NBD BANK, N.A., a national banking association with its chief office located at One Indiana Square, Indianapolis, Indiana (hereinafter called the "Assignee"):

WITNESSETH:

WHEREAS, Assignor and Assignee are parties to a certain Credit Agreement dated DECEMBER 4 (the "Credit Agreement"), which Credit Agreement provides (i) for the Assignee to, from time to time, extend credit to or for the account of Assignor and (ii) for the grant by Assignor to Assignee of a security interest in certain of Assignor's assets, including, without limitation, its patents, patent applications, trademarks, trademark applications, tradenames, goodwill, copyrights, and licenses;

NOW THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor agrees as follows:

- 1) Incorporation of Credit Agreement. The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.
- 2) Assignment of Patents, Trademarks. To secure the complete and timely satisfaction of all the "Credit" (as defined in the Credit Agreement), Assignor hereby grants, assigns and conveys to Assignee as collateral security, the entire right, title and interest in and to all of its now owned or existing and filed and hereafter acquired or arising and filed:
  - a) Patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Schedule A, attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past, present and future infringements thereof, and (c) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a)-(c), are sometimes hereinafter individually and/or collectively referred to as the "Patents");
  - b) Trademarks, trademark registrations, tradenames and trademark applications, including, without limitation, the trademarks and applications listed on Schedule B, attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, tradenames and applications, together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks");
  - c) License agreements with any other party, whether Assignor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Schedule C attached hereto and made a part hereof, and the right to prepare for sale, sell and advertise for sale, all inventory now or hereafter owned by Assignor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the "Licenses"); and
  - d) The goodwill of Assignor's business connected with and symbolized by the Trademarks.
- 3) Restrictions on Future Agreements. Assignor agrees that until the Credit shall have been satisfied in full and the Credit Agreement shall have been terminated, Assignor will not, without Assignee's prior written consent,

which consent will not be unreasonably withheld or delayed, enter into any agreement (for example, a license agreement) which is inconsistent with Assignor's obligations under this Assignment and Assignor further agrees that it will not take any action, or permit any action to be taken by others subject to its control, including licenses, or fail to take any action, which would affect the validity or enforcement of the rights transferred to Assignee under this Assignment.

- 4) New Patents, Trademarks, and Licenses. Assignor represents and warrants that the Patents, Trademarks and Licenses listed on Schedules A, B and C, respectively, constitute all of the patents, trademarks, applications and licenses now owned by Assignor. If, before the Credit shall have been satisfied in full, Assignor shall (i) obtain rights to any new patentable inventions, trademarks, trademark registrations, tradenames or licenses, or (ii) become entitled to the benefit of any patent or trademark application, trademark, trademark registration, or license renewal, 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 above shall automatically apply thereto and Assignor shall give to Assignee prompt written notice thereof. Assignor hereby authorizes Assignee to modify this Assignment by amending Schedule A, B and/or C, as applicable, to include any future patents, patent applications, trademarks, trademark registrations, trademark applications, tradenames and licenses which are Patents, Trademarks or Licenses, as applicable, under paragraph 1 above or under this paragraph 4.
- 5) Royalties; Terms. Assignor hereby agrees that the use by Assignee of all Patents, Trademarks and Licenses as described above shall be worldwide and without any liability for royalties or other related charges from Assignee to the Assignor. The term of the assignments granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Trademarks and Licenses assigned hereunder, or (ii) the Credit have been paid in full and the Credit Agreement has been terminated.
- 6) Grant of License to Assignor. Unless and until an event of default (as defined in the Credit Agreement) shall have occurred, Assignee hereby grants to Assignor the exclusive, nontransferable right and license to use the Trademarks, to exercise Assignee's rights under the Licenses, and 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 5, without the prior written consent of Assignee, which consent will not be unreasonably withheld or delayed. From and after the occurrence of an uncured event of default, Assignor's license with respect to the Patents, Trademarks and Licenses as set forth in this paragraph 5 shall terminate forthwith, and Assignee shall have, in addition to all other rights and remedies given it by this Assignment, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks or Licenses may be located.
- 7) Reassignment to Assignor. Upon payment in full of the Credit and termination of the Credit Agreement, Assignee shall execute and deliver to Assignor all deeds, assignments and other instruments as may be necessary or proper to re-vest in Assignor full title to the Patents, Trademarks, and Licenses, subject to any disposition thereof which may have been made by Assignee pursuant hereto or pursuant to the Credit Agreement.
- 8) Duties of Assignor. Assignor shall have the duty (i) to prosecute diligently any patent application of the Patents and any trademark application of the Trademarks pending as of the date hereof or hereafter until the Credit shall have been paid in full, (ii) to make application on unpatented but patentable inventions and on trademarks, as Assignor deems appropriate, and (iii) to preserve and maintain all rights in patent applications and patents of the Patents and in trademark applications, trademarks, and trademark registrations of the Trademarks. Any expenses incurred in connection with such applications shall be borne by Assignor. Assignor shall not abandon any right to file a patent application or trademark application, or any pending patent application, trademark application, patent, or trademark without the consent of Assignee, which consent shall not be unreasonably withheld.
- 9) Assignee's Right to Sue. Assignee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Licenses and the Patents and Trademarks, and any licenses thereunder, and if Assignee shall commence any such suit, Assignor shall, at the request of Assignee, do any and all lawful acts and execute any and all proper documents required by Assignee in aid of such enforcement and Assignor shall promptly,


upon demand, reimburse and indemnify Assignee for all costs and expenses incurred by Assignee in the exercise of its rights under this paragraph 8.

- 10) Waivers. No course of dealing between Assignor and Assignee, nor any failure to exercise, nor any delay in exercising, on the part of Assignee, any right, power or privilege hereunder or under the Credit 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 further exercise thereof or the exercise of any other right, power or privilege.
- 11) Severability. The provisions of the Assignment are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Assignment in any jurisdiction.
- 12) Modification. This Assignment cannot be altered, amended or modified in any way, except as specifically provided in paragraph 3 hereof or by a writing signed by the parties hereto.
- 13) Cumulative Remedies; Effect on Credit Agreement. All of Assignee's rights and remedies with respect to the Patents, Trademarks and Licenses, whether established hereby or by the Credit Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Assignor acknowledges and agrees that this Assignment is not intended to facilitate the exercise of such rights and remedies.
- 14) Binding Effect; Benefits. This Assignment shall be binding upon the Assignor and its respective successors and assigns, and shall inure to the benefit of Assignee, its nominees and assigns.
- 15) Governing Law. This Assignment has been executed and delivered in Indiana, and shall be governed by and construed in accordance with the laws of the State of Indiana.

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the 3 day of December, 1998.

EQUIPMENT TECHNOLOGIES, L.L.C.

By:



Kenneth E. Weddle President  
Printed Name - Title

2321 Executive Drive  
Indianapolis, IN 46241  
Attention: Kenneth E. Weddle  
Telephone: 390-2105  
Fax: 390-2101

EquipmentTechnologiesLLC98327

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

3<sup>rd</sup> The foregoing Patent, Trademark and License Agreement was executed and acknowledged before me this  
day of December, 1998, by Kenneth E. Weddle, the President of  
Equipment Technologies, L.L.C., as the authorized act and deed of such Assignor.

Eby R. Burwell  
Notary Public  
Eby R. Burwell  
Printed Name - Notary Public

My County of Residence: Hamilton

My Commission Expires: 11/15/2000

Agreed and Accepted as of this 3<sup>rd</sup> day of December, 1998.

NBD BANK, N.A.

By: [Signature]  
Margaret M. Connolly AVP  
Printed Name - Title

One Indiana Square, Mail Station 7038  
Indianapolis, IN 46266  
Attention: Maggie Connolly  
Telephone: (317) 266-5189  
Fax: (317) 266-7859

**SCHEDULE A**

**PATENTS/PATENT APPLICATIONS**

<b>Patent Application Number</b>	<b>Patent Number</b>	<b>Issue/Filing Date</b>	<b>Expiration Date</b>
<b>09/036,248</b>		<b>3/06/98</b>	
<b>09/050,455</b>		<b>3/30/98</b>	
<b>29/077,560</b>		<b>10/06/98</b>	
<b>09/123,954</b>		<b>7/29/98</b>	

**SCHEDULE B**

**TRADEMARKS/TRADEMARK APPLICATION**

<b>Trademark Application Number</b>	<b>Trademark Number</b>	<b>Issue/Filing Date</b>
<b>75/310,411</b>		<b>5/29/97</b>
<b>75/310,415</b>		<b>5/27/97</b>
<b>75/310,416</b>		<b>5/27/97</b>
<b>75/447,608</b>		<b>3/10/98</b>



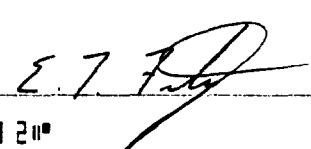
**SCHEDULE C**

**LICENSE AGREEMENTS**

<b><u>Licensor</u></b>	<b><u>Licensee</u></b>	<b><u>Date of Agreement</u></b>	<b><u>Expiration Date</u></b>

# KRIEG DEVAULT ALEXANDER & CAPEHART, LLP, ATTORNEYS AT LAW

VENDOR: 000593		CHECK NO: 108558	
OUR REF. NO.	YOUR INVOICE NUMBER	INVOICE DATE	INVOICE AMOUNT
68438	CR120898BJT	12/08/98	160.00
		NBD-46-99-BJT	160.00
		Check total	160.00
			160.00

<b>KRIEG DEVAULT ALEXANDER &amp; CAPEHART, LLP</b> ATTORNEYS AT LAW SUITE 2800 - ONE INDIANA SQUARE INDIANAPOLIS, IN 46204		NBD BANK, N.A. INDIANA CENTRAL REGION INDIANAPOLIS, INDIANA 46266 20-5-740		108558	
		CHECK NO.	CHECK DATE	VENDOR NO.	
		108558	12/08/98	000593	
		CHECK AMOUNT			
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TO THE ORDER OF  Commissioner of Patents & Trademarks Box Assignments Washington, DC 20231		VOID AFTER 180 DAYS			
					
		⑈ 108558 ⑈ ⑆074000052⑆ 705001292592⑈			

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108558

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December 8, 1998

Assistant Commissioner for Trademarks  
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2900 Crystal Drive  
Arlington, Virginia 22202-3513

Re: Conveying Party: Equipment Technologies, L.L.C.  
Receiving Party: NBD Bank, N.A.

Dear Assistant Commissioner:

Enclosed for recording please find Form No. 1618A with attached "Patent, Trademark and License Agreement". Also enclosed is a check in the amount of \$160.00 to cover the cost of recording the above document for four (4) properties which includes the following trademark application numbers: 75/310,411; 75/310,415; 75/310,416 and 75/447,608. If there are any additional charges, please call me toll free at 1-800-636-4341 and I will forward the additional amount to your office.

Please also file-stamp the enclosed postcard and return to me. Thank you for your assistance in this matter.

Very truly yours,



Barbara J. Towe,  
Paralegal

BJT:SS-195132-1

Enclosures

cc: Paul J. Dunne, Esq. (w/o enclosures)