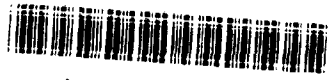


122898

RECORDATION FORM
PATENTS

12-30-1998

DEPT. OF COMMERCE
Trademark Office



100931611

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please

/ thereof.

<p>1. Name of conveying party(ies): Metrum-Datatape, Inc.</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) Bank One, Kentucky NA</p> <p>Name: _____ Internal Address: _____ Street Address: 416 W. Jefferson St. City: Louisville State: KY ZIP: 40232</p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: August 11, 1998</p>	

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: _____

<p>A. Patent Application No.(s)</p>	<p>B. Patent No.(s) 4,409,628 5,289,330 4,450,411 5,047,873 5,272,572</p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
-------------------------------------	---

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: Deborah L. Bayles Internal Address: Freeborn & Peters Street Address: 950 17th St., Ste. 2600 City: Denver State: CO ZIP: 80202</p>	<p>6. Total number of applications and patents involved: 5</p> <p>7. Total fee (37 CFR 3.41).....\$ 200.00</p> <p><input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account)</p>
---	--

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.

John B. Krauss
Name of Person Signing

Signature

12-21-98
Date

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. 20231

12/30/1998 TTON11 00000028 4409628
01 FC:581 200.00 OP

**COLLATERAL ASSIGNMENT OF
PATENTS AND PENDING PATENT APPLICATIONS**

METRUM-DATATAPE, INC. (DENVER)

This Collateral Assignment of Patents and Pending Patent Applications (the "Assignment") is made and entered into as of November 11, 1998, by METRUM-DATATAPE, INC. ("Assignor"), in favor of BANK ONE, KENTUCKY, NA ("Lender").

RECITALS

A. Assignor and Lender have entered into a Loan Agreement dated as of November 1, 1997, by and among Assignor, BT Holdings, Inc., Tube Turns Technologies, Inc., Group Technologies Corporation and Bell Technologies, Inc. and the Lender as Agent Bank and Agent, as amended from time to time (the "Loan Agreement"). Capitalized terms not otherwise defined herein shall have the meanings given them in the Loan Agreement. Under the Loan Agreement, the Lender is providing to the Assignor certain credit facilities in the form of a revolving line of credit, a swing line of credit and term loan or term loans, and other credit facilities.

B. Assignor is the owner of certain patents and pending patent applications (the "Patents") identified in Exhibit B-4A and Exhibit B-4B attached hereto and made a part hereof

C. By this Assignment, Assignor desires to fulfill its obligations under the Loan Agreement to grant to Lender a security interest in the Patents currently existing and hereafter acquired by Assignor during the term of the Loan Agreement, which security interest is intended to secure Assignor's current and future obligations to Lender.

AGREEMENT

Therefore, in fulfillment of Assignor's obligations under the Loan Agreement and related agreements, Assignor agrees as follows:

1. Assignor hereby assigns and grants to Lender a security interest in, all of Assignor's right, title and interest in and to the Patents, to secure payment when due of any and all indebtedness and other obligations of Assignor to Lender under the Loan Agreement.

2. In addition to the obligations of the Assignor to Lender under the Loan Agreement, Assignor and Lender have entered into a Security Agreement, dated as of March 21, 1997, as amended from time to time (the "Security Agreement"), granting a security interest in certain Collateral (as defined in the Security Agreement). The Patents shall secure the obligations of Assignor under the Security Agreement.

3. Until an Event of Default (as defined below) shall occur, Assignor shall have the right to possession and use of the Patents, except as set forth in Exhibit C-1 hereto

4. Assignor represents and warrants to Lender that the Patents are in full force and effect (excluding pending applications, until such patent issues), and (b) Assignor has made no prior assignment, sublease, transfer, pledge or hypothecation of its right, title and interest in the Patents, except as set forth in Exhibit C-1 hereto.

5. Except in connection with the conduct of business in the ordinary course, Assignor shall not modify, amend or terminate the Patents nor shall Assignor waive any rights, or assign, sublet, transfer, hypothecate or otherwise encumber any of its right, title or interest, in or to the Patents, without the prior written consent of Lender, except as permitted by the Loan Agreement

6. An "Event of Default" by Assignor under and as defined in the Loan Agreement shall constitute an "Event of Default" under this Assignment.

7. If an Event of Default occurs, Lender shall have the right, but not the obligation, to claim all rights of Assignor to the Patents. Lender may, at its option and upon notice to Assignor, transfer to a third party the rights of Assignor to the Patents, ~~together~~ with all associated goodwill and, in such event, Assignor's rights to the Patents shall terminate. In the exercise of these remedies, Lender shall be entitled to reimbursement from Assignor for all costs and expenses associated with the carrying out of the remedies, and the same shall be payable upon demand and, pending payment, shall be added to, and bear interest and be secured in the same manner, as, the loans provided for in the Loan Agreement.

8. All terms used in this Assignment and not otherwise defined shall have the meanings given them in the Loan Agreement. Unless otherwise provided in this Agreement, the security interest granted herein shall be governed by, and the Patents shall be considered "General Intangibles" under the Loan Agreement, and in addition to the rights and obligations of the parties as set forth in this Assignment, the parties shall have those rights and obligations with respect to the Patents as provided for in the Loan Agreement and the Security Agreement. This Assignment shall be binding on and inure to the benefit of Assignor and Lender, and their respective successors and assigns.

9. In the event additional patent applications are filed or additional Patents are issued to Assignor, Assignor shall notify Lender of such event and shall sign such documents and take such other actions as are necessary to evidence and document a security interest in favor of Lender in such applications and/or Patents.

BANK ONE KENTUCKY, NA

By: Todd D. Munson
Todd D. Munson, Senior Vice President

Date: 8/12/98

STATE OF KENTUCKY)
)
COUNTY OF JEFFERSON)

On this 12 day of August, 1998, before appeared Todd D. Munson, the person who signed this instrument, who acknowledged that he is the duly appointed Senior Vice President of Bank One Kentucky, NA (the "Lender"), that he is duly authorized by the Lender to sign this instrument, and that he has signed this instrument as a free act on behalf of the Lender.

Jacqueline Bridgewater
NOTARY PUBLIC

My Commission Expires: 9/11/2001

FAUSERS\454\BANKONE\GROUP\FIN\METDEN.PAI

EXHIBIT A

[THIS PAGE INTENTIONALLY LEFT BLANK]

EXHIBIT B-4A

**Metrum-Datatape, Inc. (Denver)
List of Patents**

(Domestic)

<u>Patent # or Application #</u>	<u>Date Filed or Date Issued</u>	<u>Inventor</u>	<u>Title</u>	<u>Status</u>
Registrations				
4,409,628	10/11/83	S. H. Frime L. A. Meeks	Tape transport speed control using a playback data derived clock signal	See Exhibit C
4,450,411	5/22/84	R. H. Spurr	Automatic calibration system for signal amplifier circuits	“
5,047,873	9/10/91	D. O. Ballinger D. Soo	Split swipe tape recording	“
5,272,572	12/21/93	A. D. Bradshaw B. M. Davis H. P. Hall	Apparatus & method for use in appending data to data previously written on a tape in a helical scan tape recorder system	“
5,289,330	2/2/94	G. J. Wade	Helical read/write head having a cross-cut groove	“

Applications

(none)

EXHIBIT B-4B

**Metrum-Datatape, Inc. (Denver)
List of Patents**

(Foreign)

<u>Patent # or Application #</u>	<u>Date Filed or Date Issued</u>	<u>Inventor</u>	<u>Title</u>	<u>Status</u>
Registrations				
(none)				
Applications				
4-3464/1992	2/21/92	Bradshaw Davis Hall	Apparatus & Method for Use in Appending Data to Tape	See Exhibit C

EXHIBIT C-1
Metrum-DATATAPE, Inc. (Denver)

Limitations on Rights of Possessions and Use of Intellectual Property

Domestic:

The rights of Metrum-DATATAPE, Inc.-Denver to use its domestic intellectual property are subject to registration of (1) various assignments by ownership changes among Sypris Solutions, Inc. affiliates (2) consent by Alliant TechSystems to assignment of certain of the properties, (3) a name change and (4) termination of a Sun Trust security interest. These registrations and other actions are in progress.

Foreign:

Metrum-DATATAPE's rights to its foreign intellectual property are under investigation at this time and, as such, are not known with certainty.

Patents:

All patents are subject to certain restrictions and notice requirements as expressed in the Intellectual Property Agreement between Honeywell Inc. and Alliant Techsystems Inc. dated September 24, 1990.

December 23, 1998

Commissioner of Patents & Trademarks
Box Assignments
Washington, D.C. 20231

Re: Security Agreement for Various Patents
Our File No. 08324-1

Dear Commissioner:


Enclosed please find the following:

- 1) Recordation Form Cover Sheet for Patents;
- 2) Collateral Assignment of Patents and Pending Patent Applications by Metrum-Datatatpe, Inc. (Denver). and
- 4) Our check in the amount of \$200.00 for filing fee.

Please record these documents in your office and return to my attention upon completion. Additionally, please stamp the attached postcard and return as evidence that you have received these documents.

If you have any questions regarding this matter, please do not hesitate to contact us.

Very truly yours,


Mary Janiszewski
Paralegal

Enc.
Via Express Mail

cc: Deborah Bayles