



100944193

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

DOCUMENT ID NO. 100822267A

1. Name of conveying party(ies):

Bell Technologies, Inc.

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

3. Nature of conveyance:

☐ Assignment

☐ Merger

☒ Security Agreement

☐ Change of Name

☐ Other

Execution Date: 08/11/98 and 08/12/93

2. Name and address of receiving party(ies)

Name: Bank One Kentucky, N.A.

Internal Address:

Street Address: 416 W. Jefferson Street

City Louisiana State: KY ZIP: 40202

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)

08/844,132

08/891,878

08/653,134

B. Patent No.(s)

5,416,407

5,767,667

Additional numbers attached? ☐ Yes ☒ No

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

Name: Stefan V. Stein

Internal Address:

01/11/1999 JSNBAZZ 00000050 00844132

01 FC:581

200.00 OP

Street Address: 600 N. Westshore Blvd.

Suite 1000

City Tampa State: FL ZIP: 33609

6. Total number of applications and patents involved: 5

7. Total fee (37 CFR 3.41).... \$ 200.00

☒ Enclosed \$140.00 previously submitted

☒ Authorized to be charged to deposit account (any deficiency)

8. Deposit account number:

19-4127

(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.

Stefan V. Stein

Name of Person Signing

Signature

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

11

01/11/1999 JSNBAZZ 00000050 00844132
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200.00 OP

09-04-1998

Tab settings

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09/03/1998 DMS/DEN 00000297 5416407

01 FC:581
02 FC:630120.00 DP
20.00 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.

Stefan V. Stein

Name of Person Signing

Signature

8/26/98

Date

Total number of pages including cover sheet, attachments, and documents: 9

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231PATENT
REEL: 9678 FRAME: 0726

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

This Collateral Assignment of Patents and Pending Patent Applications (the "Assignment") is made and entered into as of _____, 1998, by BELL TECHNOLOGIES, 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 Metrum-DATATAPE 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-2A and Exhibit B-2B 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 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 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 E. Bridgeman
NOTARY PUBLIC

My Commission Expires: 4-11-2001

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EXHIBIT A

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EXHIBIT B-2A**Bell Technologies, Inc.
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				
5,416,407	5/16/95	William A. Drafts	electric current sensor employing hall effect generator	See Exhibit C
5,767,667	6/16/98		Magnetic Core Non-Contact Clamp-on Current Sensor	"
Applications				
08/844,132	4/18/97		Non-Inductive Lead Path Hall Effect Electrical Current Sensor	"
08/891,878	7/9/97		Electric Current Sensor Utilizing A Compensating Trace Configuration	"
08/653,134	5/24/96		Hybrid Non-Contact Clamp-On Current Meter	"

EXHIBIT B-2B

**Bell Technologies, Inc.
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>
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Registrations

(none)

Applications

(none)

EXHIBIT C
Bell Technologies, Inc.

Limitations on Rights of Possessions and Use of Intellectual Property

Domestic:

The rights of Bell Technologies, Inc. to its Domestic intellectual property are not subject to any limitations.

Foreign:

Bell Technologies' rights to its foreign intellectual property are under investigation at this time and, as such, are not known with certainty.