

01-15-1999

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



100944323  
**RECORDATION FORM COVER SHEET**  
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TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

**Submission Type**

☒ New  
☐ Resubmission (Non-Recordation)  
Document ID#   
☐ Correction of PTO Error  
Reel #  Frame #   
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Reel #  Frame #

**Conveyance Type**

☐ Assignment ☒ Security Agreement  
☐ License ☐ Change of Name  
☐ Merger ☐ Other   
**U.S. Government**  
(For Use ONLY by U.S. Government Agencies)  
☐ Departmental File ☐ Secret File

**Conveying Party(ies)**

☐ Mark if additional names of conveying parties attached  
Execution Date  
Month Day Year  
08 03 98

Name (line 1) WPI Electronics, Inc.

Name (line 2)

**Second Party**

Name (line 1)

Name (line 2)

Execution Date  
Month Day Year

**Receiving Party**

☐ Mark if additional names of receiving parties attached

Name (line 1) Fleet Bank-NH

Name (line 2)

Address (line 1) 1155 Elm Street

Address (line 2)

Address (line 3) Manchester

City

New Hampshire

State/Country

03 01

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 Fleet Bank-NH

Address (line 1) 1155 Elm Street

Address (line 2) Manchester, NH 03101

Address (line 3)

Address (line 4) Attn: Mark L. Young

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
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REEL: 009889 FRAME: 0624

**REEL: 9689 FRAME: 0624**

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

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

#

**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)

Patent Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
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4733137

5051667

5498936

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

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PCT

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PCT

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

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

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.*

Michael B. Tule

Name of Person Signing

Signature

Date

12/21/98

## COLLATERAL ASSIGNMENT OF PATENTS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, WPI ELECTRONICS, INC., a New Hampshire corporation, having its principal offices at 1155 Elm Street Manchester, New Hampshire 03101 (the "Assignor") hereby assigns and grants to Fleet Bank - NH, with a place of business at 1155 Elm Street, Manchester, New Hampshire 03101, for itself as Lender and as Agent for the Lenders identified from time to time under a certain Credit Agreement dated August 3, 1998, to which the Assignor is a party and borrower thereunder (the "Assignee"), a security interest in and to all of the rights, title and interest of the Assignor in and to the (i) patents and patent applications as set forth on Schedule A hereto, and the inventions and improvements described and claimed therein, and patentable inventions, (ii) the reissues, divisions, continuations, continuations-in-part, renewals and extensions of any of the foregoing, (iii) all income, royalties, damages or payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including without limitation, damages or payments for past or future infringements of any of the foregoing, (iv) the right to sue for past, present and future infringements of any of the foregoing and (v) all rights corresponding to any of the foregoing throughout the world (collectively, the "Patents").

Until and unless there shall exist an Event of Default under the Security Agreement (as defined below) and the Assignee has given notice to the Assignor of the Assignee's intention to exercise its rights under the Security Agreement, the Assignee hereby grants to the Assignor, without representation or warranty by the Assignee, the exclusive, nontransferable right and license (i) under the Patents to make, have made for it, use and sell the inventions disclosed and claimed in the Patents for the Assignor's own benefit and account and for none other and (ii) to collect any and all royalties under any sublicenses granted by the Assignor.

This Collateral Assignment is made pursuant to, and to further secure the satisfactory performance of all of the Secured Obligations as such term is defined in, that certain Security Agreement (Intellectual Property) dated as of August 3, 1998 by and between the Assignor, its affiliates and the Assignee, as the same may from time to time be amended and in effect (the "Security Agreement").

IN WITNESS WHEREOF, the Assignor has executed this instrument under seal as of August 3, 1998.

ASSIGNOR

WPI ELECTRONICS, INC.

Linda M. Lacette  
Witness

By: John W. Powers  
John W. Powers, for, on behalf of, and as  
Duly Authorized Officer or Agent of  
the above-named corporation

STATE OF NEW HAMPSHIRE  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 21st day of DECEMBER, 1998, by John W. Powers, for, on behalf of, and as Duly Authorized Officer or Agent of WPI Electronics, Inc., a corporation, on behalf of said corporation.

Linda M. Lacette  
~~Justice of the Peace~~ Notary Public  
My Commission Expires: \_\_\_\_\_

LINDA M. LACETTE, Notary Public  
My Commission Expires June 5, 2001

Schedule A  
to  
Collateral Assignment of Patents

<u>Assignor</u>	<u>Title</u>	<u>Application or Patent No.</u>
WPI Electronics, Inc.	Ion Nitride Power Supply	4,733,137
WPI Electronics, Inc.	Arc Interrupting Lamp Ballast	5,051,667
WPI Electronics, Inc.	Power System with Oscillator	5,498,936
WPI Electronics, Inc.	Lamp Ballast (Germany)	0439248
WPI Electronics, Inc.	Lamp Ballast (United Kingdom)	0439248
WPI Electronics, Inc.	Lamp Ballast	5,051,667