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To the Honorable Commissioner of Patents and Trademarks: Please receive this document as a true copy thereof.

1. Name of conveying party(ies):
Thermatex Corporation

Additional names(s) of conveying party(ies) Yes No

EM
MID
2-5-99

2. Name and address of receiving party(ies):
Name: **PNC Bank, National Association**
Address: **One Cleveland Center, Suite 1250**
1375 East 9th Street

City: **Cleveland** State/Prov.: **Ohio**
Country: **United States** ZIP: **44114**

Additional name(s) & address(es) Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other **Assignment for Security**

Execution Date: **November 6, 1998**

4. Application number(s) or registration numbers(s):
If this document is being filed together with a new application, the execution date of the application is: _____

Patent Application No. Filing date

Additional numbers Yes No

B. Patent No.(s)
4,840,297

 Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: **Raymond J. Harmuth, Esq.**
Registration No. **33,896**
Address: **Doepken Keevican & Weiss**
58th Floor - USX Tower
600 Grant Street

City: **Pittsburgh** State/Prov.: **PA**
Country: **United States** ZIP: **15219**

6. Total number of applications and patents involved: **1**

7. Total fee (37 CFR 3.41):.....\$ **40.00**
 Enclosed - Any excess or insufficiency should be credited or debited to deposit account
 Authorized to be charged to deposit account

8. Deposit account number:
500287

02/09/1999 DC0ATES 00000115 500287 4840297

DO NOT USE THIS SPACE

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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.

Raymond J. Harmuth *Raymond J. Harmuth* **February 5, 1999**
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and **15**

ASSIGNMENT FOR SECURITY

PATENTS

WHEREAS, THERMATEX CORPORATION, an Ohio corporation (the "Assignor"), owns the patents and patent applications, and the inventions disclosed or claimed therein and all continuations, extensions, divisions, renewals, substitutes or reissues thereof, listed on the annexed Schedule A (the "Patents"), which Patents are in full force and effect;

WHEREAS, Assignor is obligated to PNC, NATIONAL ASSOCIATION, as agent for the lenders from time to time party to that certain Credit Agreement, dated as of the date hereof (in its capacity as agent acting for the benefit of itself and such lenders, the "Assignee") and has entered into a Security Agreement and Mortgage - Patents dated as of the date hereof (the "Patent Security Agreement") in favor of Assignee; and

WHEREAS, pursuant to the Patent Security Agreement, Assignor has assigned to Assignee, and granted to Assignee a mortgage on, pledge of and security interest in, all right, title and interest of Assignor in and to the Patents and similar legal protection, both domestic and foreign, including all continuations, extensions, divisions, renewals, substitutes or reissues thereof, and all proceeds thereof, including, without limitation, any royalties, fees, claims for past, present and future infringement and proceeds of sale or other disposition thereof (the "Patent Collateral") to secure the payment of the Obligations (as defined in the Patent Security Agreement);

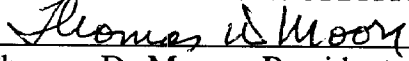
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Assignor does hereby further assign unto Assignee and grant to Assignee (for the benefit of the Assignee and such lenders) a mortgage on, pledge of and security interest in the Patent Collateral to secure prompt payment of the Obligations.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the assignment of, mortgage on, pledge of and security interest in the Patent Collateral made and granted hereby are more fully set forth in the Patent Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth in this Assignment.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its officers thereunto duly authorized as of the 6th day of November, 1998.

ASSIGNOR:
[Corporate Seal]

THERMATEX CORPORATION



Thomas D. Moore, President

Schedule A to Assignment of Security

PATENTS OWNED BY THERMATEX CORPORATION

<u>Patent Registration No.</u>	<u>Patent</u>	<u>Date of Issue</u>
4,840,297	Apparatus for Shielding a Molten Metal Stream	J u n e 2 0 , 1 9 8 9

SECURITY AGREEMENT AND MORTGAGE - PATENTS

AGREEMENT (this "Patents Security Agreement") made as of the 6th day of November, 1998, between THERMATEX CORPORATION, an Ohio corporation with its principal office at 4521 Warren Avenue, Newton Falls, Ohio 44444 (the "Debtor") and PNC BANK, NATIONAL ASSOCIATION, as agent for the lenders from time to time party to the Credit Agreement described below (in its capacity as agent acting for the benefit of itself and such lenders, the "Secured Party"), with an office at PNC Bank, National Association, One Cleveland Center, Suite 1250, 1375 East 9th Street, Cleveland, Ohio 44114.

RECITALS:

Debtor owns the patents and patent applications listed in Schedule A annexed to this Patents Security Agreement and made a part of this Patents Security Agreement. As a condition to the extension of credit to Debtor pursuant to a Credit Agreement dated as the date of this Patents Security Agreement, as such agreement may from time to time be amended, extended or supplemented, (the "Credit Agreement") among the Secured Party, the lenders party to the Credit Agreement (the "Lenders"), Debtor, Thermatex Holdings, Inc., a Delaware corporation, and Wahl Refractories Inc., an Ohio corporation, the Lenders have required the execution and delivery of this Patents Security Agreement by Debtor.

Accordingly, Debtor and Secured Party, intending to be legally bound hereby, agree that, as security for the full and timely payment of the Obligations (as defined in the Credit Agreement) in accordance with the terms of the Credit Agreement and the performance of the obligations of the Debtor under the Credit Agreement and this Patents Security Agreement, Debtor hereby mortgages to and pledges with the Secured Party, and assigns and grants to the Secured Party a lien and security interest in, all its right, title and interest in and to (i) each of the patents and patent applications, including the inventions disclosed or claimed therein, described in Schedule A to this Patents Security Agreement and any other patents and patent applications and similar legal protection, both domestic and foreign, including all continuations, extensions, renewals, substitutes, divisions or reissues thereof, that Debtor may acquire after the date of this Patents Security Agreement, (collectively, the "Patents"), and (ii) any and all proceeds of the Patents, including, without limitation, any royalties, fees, claims for past, present and future infringement and proceeds of sale or other disposition (the "Proceeds" and, together with the Patents, the "Patents Collateral").

1. Debtor represents, warrants, covenants and agrees as follows:

(a) Debtor owns the Patents identified in Schedule A; Debtor is the record owner of the Patents identified in Schedule A and all are in full force and effect. Debtor owns no patents or patent applications, domestic or foreign, other than the Patents identified in Schedule A.

(b) Debtor has the right and power to make the mortgage and pledge and grant

the lien and security interest granted in this Patents Security Agreement; and the Patents Collateral is not now, and will not at any time be, subject to any liens, mortgages, pledges, security interests, licenses or encumbrances or claims of any nature whatsoever created by or through Debtor, except in favor of the Secured Party.

(c) Except to the extent that the Secured Party, upon prior written notice from Debtor, shall consent, Debtor will not assign, sell, transfer or otherwise dispose of, mortgage, pledge, hypothecate, grant a security interest in or lien upon, license, encumber or otherwise allow any claim to be created against any of the Patents Collateral.

(d) Debtor will take all reasonable steps necessary to maintain and defend the Patents in the United States Patent and Trademark Office and foreign patent offices, or any similar office, including, without limitation, payment of maintenance fees and annuities.

(e) Debtor will perform all acts and execute any documents, including, without limitation, assignments suitable for filing with the United States Patent and Trademark Office and Uniform Commercial Code financing statements, reasonably requested of it by the Secured Party at any time to evidence, perfect and maintain the rights in the Patents Collateral granted to the Secured Party under this Patents Security Agreement. Debtor will promptly notify Secured Party at the time Debtor acquires or creates any Patents not identified on Schedule A to this Patents Security Agreement. To the extent permitted by law, Debtor hereby authorizes the Secured Party to execute and file such assignments and financing statements (and/or similar documents) with respect to the Patents Collateral, or copies thereof or of this Patents Security Agreement, signed only by the Secured Party.

2. If an Event or Default (as defined in the Credit Agreement) has occurred, then, in addition to all other rights and remedies of the Secured Party, whether under law, the Credit Agreement or otherwise, the Secured Party may, without notice to, or consent by, Debtor, (a) grant itself a license to use the Patents of the Patents Collateral, or any of them, without payment of any kind, and until all inventories of finished goods produced for Debtor and/or ingredients and/or packaging materials unique to Debtor's products are sold or consumed; (b) assign, sell or otherwise dispose of the Patents Collateral, or any of it, either with or without special or other conditions or stipulations, with power to buy the Patents Collateral or any part of it, and with power also to execute assurances, and to do all other acts and things for completing the assignment, sale or disposition which the Secured Party shall, in its sole discretion, deem appropriate or proper; and (c) in order to implement any such assignment, sale or other disposal of any of the Patents Collateral, pursuant to the authority granted in the Power of Attorney described in paragraph 3 of this Patents Security Agreement (such authority becoming effective on the occurrence of an Event of Default), execute and deliver on behalf of Debtor, one or more instruments of assignment of any of the Patents of the Patents Collateral, in form suitable for filing or recording in the United States Patent and Trademark Office or foreign patent offices. Debtor agrees to pay all reasonable costs and expenses incurred in any such transfer of the Patents of the Patents Collateral, including any taxes, filing or recording fees, reasonable attorneys' fees and all reasonable travel and other expenses, and all such costs, to the extent paid by the Secured Party, shall be added to the Obligations. The Secured Party may apply the proceeds actually received

from any such assignment, sale or other disposition to the reasonable costs and expenses thereof and/or to the Obligations; and Debtor shall remain liable and will pay the Secured Party on demand any deficiency remaining and the balance of any expenses unpaid. Nothing contained in this Patents Security Agreement shall be construed as requiring the Secured Party to take any action at any time.

3. Concurrently with the execution and delivery of this Patents Security Agreement, Debtor is executing and delivering to the Secured Party an Assignment for Security suitable for recording in the United States Patent and Trademark Office, in the form of Exhibit 1 to this Patents Security Agreement, and two originals of a Special Power of Attorney, in the form of Exhibit 2 to this Patents Security Agreement, for the Secured Party's use in the assignment, sale or other disposal of the Patents pursuant to paragraph 2 of this Patents Security Agreement. Debtor hereby releases the Secured Party from any claims, causes of action and demands at any time arising out of or with respect to any actions taken or omitted to be taken by the Secured Party under the powers of attorney granted therein other than gross negligence or willful misconduct of the Secured Party.

4. Notwithstanding anything to the contrary contained in this Patents Security Agreement, upon payment and performance in full of the Obligations and termination of the Credit Agreement, this Patents Security Agreement shall terminate and be of no further force and effect and Secured Party shall thereupon terminate its security interest in the Patents Collateral. Until such time, however, this Patents Security Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns, provided that, without the prior written consent of Secured Party, the Debtor may not assign this Patents Security Agreement or any of its rights under this Patents Security Agreement or delegate any of its duties or obligations under this Patents Security Agreement, and any such attempted assignment or delegation shall be null and void. This Patents Security Agreement is not intended and shall not be construed to obligate the Secured Party to take any action whatsoever with respect to the Patents Collateral or to incur expenses or perform or discharge any obligation, duty or disability of the Debtor.

5. The provisions of this Patents Security Agreement are intended to be severable. If any provision of this Patents Security Agreement shall for any reason be held invalid or unenforceable in whole or in part in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability of such provision in any other jurisdiction or any other provision of this Patents Security Agreement in any jurisdiction.

6. No failure or delay on the part of Secured Party in exercising any right, remedy, power or privilege under this Patents Security Agreement shall operate as a waiver thereof or of any other right, remedy, power or privilege of Secured Party under this Patents Security Agreement or the Credit Agreement nor shall any single or partial exercise of any such right, remedy, power or privilege preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

7. The rights, remedies, powers and privileges of Secured Party under this Patents Security Agreement are cumulative and not exclusive of any rights or remedies which it may

otherwise have. In particular, the rights and remedies granted to the Secured Party under this Patents Security Agreement shall be in addition to the rights and remedies of the Secured Party under the Credit Agreement and any security agreement or other document or instrument executed and delivered in connection with the Credit Agreement.

8. All notices, statements, requests and demands given to or made upon either party in accordance with the provisions of this Patents Security Agreement shall be deemed to have been given or made when personally delivered or when given or made in accordance with the Credit Agreement.

9. Debtor acknowledges that the lien and security interest, and the rights and remedies, granted under this Agreement are granted to the Secured Party for the benefit of the Secured Party and for the benefit of each of the lenders which are, or may from time to time become, party to the Credit Agreement.

10. Debtor consents to the exclusive jurisdiction and venue of the federal and state courts located in Allegheny County, Pennsylvania in any action on, relating to or mentioning this Patents Security Agreement.

11. This Patents Security Agreement shall be deemed to be a contract under the laws of the Commonwealth of Pennsylvania and the execution and delivery of this Patents Security Agreement and the terms and provisions of this Patents Security Agreement shall be governed by and construed in accordance with the laws of that Commonwealth and, to the extent applicable or governing, the laws of the United States of America.

IN WITNESS WHEREOF, the parties have executed and delivered this Patents Security Agreement as of the day and year first above written.

ATTEST:

THERMATEX CORPORATION

Title: Secretary

Thomas D. Moore
President

(Corporate Seal]

PNC BANK, NATIONAL ASSOCIATION,
as agent for the lenders under the Credit
Agreement

Joseph F. Dempsey, Jr.
Senior Vice President

Schedule A to Patents Security Agreement

PATENTS OWNED BY
THERMATEX CORPORATION

<u>Patent Registration No.</u>	<u>Patent</u>	<u>Date of Issue</u>
4,840,297	Apparatus for Shielding a Molten Metal Stream	June 20, 1989

ASSIGNMENT FOR SECURITY

PATENTS

WHEREAS, THERMATEX CORPORATION, an Ohio corporation (the "Assignor"), owns the patents and patent applications, and the inventions disclosed or claimed therein and all continuations, extensions, divisions, renewals, substitutes or reissues thereof, listed on the annexed Schedule A (the "Patents"), which Patents are in full force and effect;

WHEREAS, Assignor is obligated to PNC, NATIONAL ASSOCIATION, as agent for the lenders from time to time party to that certain Credit Agreement, dated as of the date hereof (in its capacity as agent acting for the benefit of itself and such lenders, the "Assignee") and has entered into a Security Agreement and Mortgage - Patents dated as of the date hereof (the "Patent Security Agreement") in favor of Assignee; and

WHEREAS, pursuant to the Patent Security Agreement, Assignor has assigned to Assignee, and granted to Assignee a mortgage on, pledge of and security interest in, all right, title and interest of Assignor in and to the Patents and similar legal protection, both domestic and foreign, including all continuations, extensions, divisions, renewals, substitutes or reissues thereof, and all proceeds thereof, including, without limitation, any royalties, fees, claims for past, present and future infringement and proceeds of sale or other disposition thereof (the "Patent Collateral") to secure the payment of the Obligations (as defined in the Patent Security Agreement);

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Assignor does hereby further assign unto Assignee and grant to Assignee (for the benefit of the Assignee and such lenders) a mortgage on, pledge of and security interest in the Patent Collateral to secure prompt payment of the Obligations.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the assignment of, mortgage on, pledge of and security interest in the Patent Collateral made and granted hereby are more fully set forth in the Patent Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth in this Assignment.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its officers thereunto duly authorized as of the 6th day of November, 1998.

ASSIGNOR:
[Corporate Seal]

THERMATEX CORPORATION

Thomas D. Moore, President

ACKNOWLEDGMENT

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

On this, the ____ day of November, 1998, before me, a Notary Public, the undersigned officer, personally appeared Thomas D. Moore, who acknowledged himself to be the President of THERMATEX CORPORATION, an Ohio Corporation, and that he, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said corporation in such capacity.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My commission expires:

Schedule A to Assignment of Security

PATENTS OWNED BY THERMATEX CORPORATION

<u>Patent Registration No.</u>	<u>Patent</u>	<u>Date of Issue</u>
4,840,297	Apparatus for Shield of a Molten Metal Stream	June 20, 1989

SPECIAL POWER OF ATTORNEY

PATENTS

KNOW ALL MEN BY THESE PRESENTS, that THERMATEX CORPORATION, an Ohio corporation with its principal office at 4521 Warren Avenue, Newton Falls, Ohio 44444 (hereinafter called "Assignor"), intending to be legally bound, hereby appoints and constitutes, to the extent permitted by law, PNC BANK, NATIONAL ASSOCIATION, as agent for the lenders from time to time party to that certain Credit Agreement, dated as of the date hereof (in its capacity as agent acting for the benefit of itself and such lenders, the "Assignee"), with an office at PNC Bank, National Association, One Cleveland Center, Suite 1250, 1375 East 9th Street, Cleveland, Ohio 44114, its true and lawful attorney, with full power of substitution, and with full power and authority to perform, in the event of the occurrence of an Event of Default, as specified in the Security Agreement and Mortgage-Patents referred to below, the following acts on behalf of Assignor:

1. For the purpose of assigning, selling or otherwise disposing of all right, title and interest of Assignor in and to the patents and patent applications listed in Schedule A, and the inventions disclosed or claimed therein, and similar legal protection, both domestic and foreign, including all continuations, extensions, divisions, renewals, substitutes or reissues thereof, and for the purpose of the recording and filing of, or accomplishing any other formality with respect to, the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose; and
2. To execute any and all documents, statements, certificates or other papers necessary or advisable in order to obtain the purposes described above as Assignee may in its sole discretion determine.

This power of attorney is made pursuant to a Security Agreement and Mortgage-Patents, dated as of the date hereof, between Assignor and Assignee and takes effect solely for the purpose of paragraph 2 thereof and is subject to the conditions thereof and may not be revoked until the payment in full of all "Obligations" as defined in such Security Agreement and Mortgage patents.

Dated: November 6, 1998

ASSIGNOR:
THERMATEX CORPORATION

[Corporate Seal]

Thomas D. Moore, President

ACKNOWLEDGMENT

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

On this, the ____ day of November, 1998, before me, a Notary Public, the undersigned officer, personally appeared Thomas D. Moore, who acknowledged himself to be the President of THERMATEX CORPORATION, an Ohio corporation, and that he, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said corporation in such capacity.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My commission expires:

Schedule A to Special Power of Attorney

PATENTS OWNED BY THERMATEX CORPORATION

<u>Patent Registration No.</u>	<u>Patent</u>	<u>Date of Issue</u>
4,840,297	Apparatus for Shielding a Molten Metal Stream	June 20, 1989