

05-12-1999

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



101035560

**RECORDATION FORM COVER SHEET  
PATENTS ONLY**

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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**

(For Use ONLY by U.S. Government Agencies)

☐ Departmental File

☐ Secret File

**Conveying Party(ies)**

☐ Mark if additional names of conveying parties attached

Name (line 1)

Galbreath Incorporated

Execution Date  
Month Day Year  
09291998

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)

Heller Financial, Inc.

Name (line 2)

Address (line 1)

500 West Monroe

Address (line 2)

Address (line 3)

Chicago

IL

60661

City

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)



04-13-1999

U.S. Patent & TMO/c/TM Mail Rcpt Dt. #70

05/11/1999 DNGUYEN 00000217 08503156

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01 FC:581  
02 FC:998

400.00 OP  
15.00 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: 9935 FRAME: 0234

**Correspondent Name and Address**

Area Code and Telephone Number (202) 457-5210

Name George M. Borababy, Esq.

Address (line 1) PATTON BOGGS LLP

Address (line 2) 2550 M Street, N.W.

Address (line 3) Washington, D.C. 20037

Address (line 4)

**Pages**

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

# 6

**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)**

08503156

08513489

08579736

08417139

08429342

08833785

**Patent Number(s)**

4840532

5088875

5531559

4934898

5251775

5533643

4986719

5315924

5542807

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.

# 16

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41): \$ 415.00

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:

# 500709

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.

George M. Borababy

Name of Person Signing



Signature

4/12/99

Date

**RECORDATION FORM COVER SHEET  
CONTINUATION  
PATENTS ONLY**U.S. Department of Commerce  
Patent and Trademark Office  
**PATENT****Conveying Party(ies)**☐ Mark if additional names of conveying parties attached

Enter additional Conveying Parties

Execution Date  
Month Day Year

Name (line 1)

Name (line 2)

Name (line 1)

Name (line 2)

Name (line 1)

Name (line 2)

Execution Date  
Month Day YearExecution Date  
Month Day Year**Receiving Party(ies)**☐ Mark if additional names of receiving parties attached

Enter additional Receiving Party(ies)

Name (line 1)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)

City

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.)

Name (line 1)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)

City

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.)**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)**


5755351		

**PATENT SECURITY AGREEMENT**  
**Galbreath Incorporated**

WHEREAS, Galbreath Incorporated, an Ohio corporation ("Grantor"), owns the Patents and Patent applications listed on Schedule I annexed hereto, and is a party to the Patent Licenses listed on Schedule I annexed hereto; and

WHEREAS, Galbreath Incorporated, an Indiana corporation ("Borrower"), and Heller Financial, Inc. ("Agent") and the lenders named therein are parties to a Loan and Security Agreement dated as of September 29, 1998 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), providing for extensions of credit to be made to Borrower by Agent and certain other financial institutions that are parties to the Loan Agreement or become lenders pursuant to assignments under Subsection 9.1 of the Loan Agreement (Heller Financial, Inc. and such other lenders are collectively called "Lenders"); and

WHEREAS, Grantor desires, pursuant to the terms of this Agreement, to grant to Agent (in such capacity "Grantee") for the benefit of Lenders a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Patents (as defined below), Patent applications and Patent Licenses (as defined below), and all products and proceeds thereof, to secure, inter alia, the payment and performance of the Obligations (as defined in the Loan Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Patent Collateral"), whether presently existing or hereafter created or acquired:

(1) each Patent and Patent application, including, without limitation, each Patent and Patent application referred to in Schedule I annexed hereto, together with any reissues, continuations or extensions thereof;

(2) each Patent License, including, without limitation, each Patent License listed on Schedule I annexed hereto; and

(3) all products and Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any Patent, including, without limitation, any Patent referred to in Schedule I annexed hereto, any Patent issued pursuant to a Patent applications referred in Schedule I annexed hereto and any Patent licensed under any Patent License listed on Schedule I annexed hereto.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Loan Agreement, Grantor hereby acknowledges and affirms that the rights and

9140.100:58618.03(198a03)  
Galbreath Incorporated - Patent Security Agreement

remedies of Grantee with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provision of which are incorporated by reference herein as if fully set forth herein.

For purposes of this Patent Security Agreement the capitalized terms used herein shall have the following meaning:

"Patent License" means any written agreement now or hereafter in existence granting to Grantor any right to use any invention on which a Patent is in existence (excluding any such agreement if and to the extent that any attempt to grant a security interest hereunder in any such agreement without the consent of a third party would constitute a breach thereof and such consent has not been obtained by Grantor) including, without limitation, the agreements described in Schedule I of this Patent Security Agreement.

"Patents" means collectively all of the following: (a) all patents and patent applications now owned or hereafter created or acquired by Grantor including, without limitation, those listed on Schedule I of this Patent Security Agreement and the inventions and improvements described and claimed therein, and patentable inventions; (b) the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing; (c) all income, royalties, damages or payments now and hereafter due and/or payable under any of the foregoing with respect to any of the foregoing, including, without limitation, damages or payments for past or future infringements of any of the foregoing; (d) the right to sue for past, present and future infringements of any of the foregoing; (e) all rights corresponding to any of the foregoing throughout the world; and (f) all goodwill associated with any of the foregoing.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be duly executed by its duly authorized officer thereunto as of the \_\_\_\_ day of September, 1998.

GALBREATH INCORPORATED

By: \_\_\_\_\_  
Name: Timothy R. Foster  
Title: Vice President-Finance

9140.100:58618.03(198a03)  
Galbreath Incorporated - Patent Security Agreement

PATENT  
REEL: 9935 FRAME: 0238

Acknowledged:

HELLER FINANCIAL, INC., as Agent

By: \_\_\_\_\_

Name: Nancy Stafford

Title: Vice President

9140.100:58618.03(198a03)  
Galbreath Incorporated - Patent Security Agreement

**PATENT**  
**REEL: 9935 FRAME: 0239**

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be duly executed by its duly authorized officer thereunto as of the 29th day of September, 1998.

GALBREATH INCORPORATED

By: Timothy R. Foster  
Name: Timothy R. Foster  
Title: Vice President-Finance

Acknowledged:

HELLER FINANCIAL, INC., as Agent

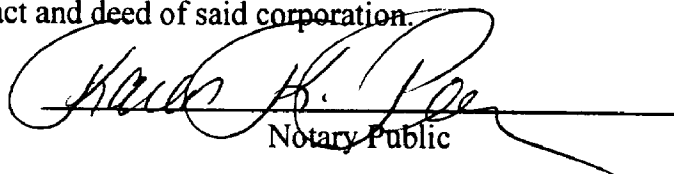
By: Nancy Stafford  
Name: Nancy Stafford  
Title: Vice President

# ACKNOWLEDGMENT

STATE OF Texas §  
COUNTY OF Dallas §

On the 24<sup>th</sup> day of September, 1998 before me personally appeared Nancy Stafford, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as Vice President of Heller Financial, Inc. who being by me duly sworn, did depose and say that she is Vice President of Heller Financial, Inc., the corporation described in and which executed the foregoing instrument; ~~that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that the said instrument was signed and sealed on behalf of said corporation by order of its Board of Directors; that she signed her name thereto by like order; and that she acknowledged said instrument to be the free act and deed of said corporation.~~

(Seal)

  
Notary Public

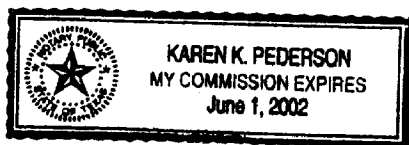


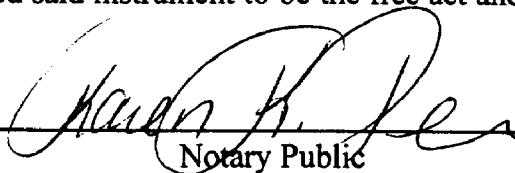
# ACKNOWLEDGMENT

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

On the 29th day of September, 1998 before me personally appeared Timothy R. Foster, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as Secretary of Galbreath Incorporated, who being by me duly sworn, did depose and say that he is Secretary of Galbreath Incorporated, the corporation described in and which executed the foregoing instrument; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.

(Seal)



  
\_\_\_\_\_  
Notary Public

Schedule I  
to Patent  
Security Agreement

UNITED STATES PATENTS

<u>Description</u>	<u>Patent Number</u>	<u>Date Issued</u>
U. S. Patent	4,840,532	6/20/89
U. S. Patent	4,934,898	6/19/90
U. S. Patent	4,986,719	1/22/91
U. S. Patent	5,088,875	2/18/92
U. S. Patent	5,251,775	10/3/93
U. S. Patent	5,315,924	5/31/94
U. S. Patent	5,531,559	7/2/96
U. S. Patent	5,533,643	7/9/96
U. S. Patent	5,542,807	8/6/96
U. S. Patent	5,755,351	8/26/98

UNITED STATES PATENT APPLICATIONS

		<u>Date Application Filed</u>
Serial No.	08/503,156	7/17/95
Serial No.	08/579,736	12/28/95
Serial No.	08/429,342	4/26/94
Serial No.	08/513,489	8/10/95
Serial No.	08/417,139	4/4/95
Serial No.	08/833,785	4/9/97

PATENT LICENSES

None

9140.100:58618(198a0)  
Galbreath Incorporated - Patent Security Agreement