

05-28-1999

MMB 5-21-99



Patent Attorney Docket No. BO-540

101050159

Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies)

MTI International, Inc.

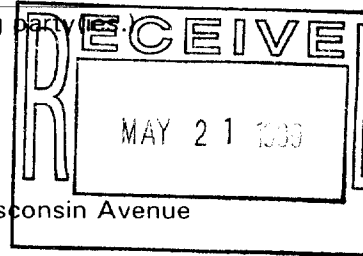
2. Name and address of receiving party(ies)

Name: Bank One, Wisconsin

Internal Address:

Street Address: 111 East Wisconsin Avenue

City: Milwaukee State: WI ZIP: 53202



Additional name(s) of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other

Execution Date: 5/11/99

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 _____ and the application is being sent via Express Mail having Express Mail Label No. _____ and is identified as Attorney Docket No. BO-540.

A. Patent Application No.(s)

B. Patent No.(s)

5,399,943	5,349,638	5,636,266
5,291,101	5,471,119	
5,394,064	5,471,117	

Additional numbers attached? Yes No

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

Name: Gary R. Plotecher

Internal Address: Whyte Hirschboeck Dudek S.C.

Street Address: 111 East Wisconsin Avenue

Suite 2100

City: Milwaukee State: WI ZIP: 53202

6. Total number of applications and patents involved: Seven (7)

7. Total fee \$280.00

Enclosed

Authorized to be charged to Deposit Account

8. Deposit Account Number:

23-2053

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.

Gary R. Plotecher
Name of Person Signing

Gary R. Plotecher
Signature

May 14, 1999
Date

Total number of pages including cover sheet: 7

05/27/1999 DNGUYEN 00000240 5399943

01 FC:581

280.00 DP

480782/GRP

PATENT REEL: 009968 FRAME: 0651

PATENT COLLATERAL ASSIGNMENT

THIS PATENT COLLATERAL ASSIGNMENT is entered into as of the 11th day of May, 1999 by and between MTI International, Inc., a Delaware corporation having its principal place of business at W133 N5139 Campbell Drive, Menomonee Falls, Wisconsin, 53051 ("Borrower"), and Bank One, Wisconsin, having its principal office at 111 East Wisconsin Avenue, Milwaukee, Wisconsin 53202 ("Secured Party").

WHEREAS, pursuant to a Loan and Security Agreement dated the date hereof (the Loan and Security Agreement, as it may be amended from time to time, being referred to hereinafter as the "Loan Agreement"), Secured Party has made loans to Borrower; and

WHEREAS, it is a condition of the Loan Agreement that, in addition to the rights granted in the Loan Agreement, Borrower grant to Secured Party an assignment in all of its now existing and hereafter created or acquired patents;

NOW, THEREFORE, in order to further secure all present and future obligations (including, without limitation, the Obligations as defined in the Loan Agreement) of Borrower to Secured Party, including all interest due thereunder, and the payment and performance of all obligations of Borrower described herein and in the Loan Agreement (hereinafter collectively referred to as "Obligations"), and for other good and valuable consideration, the receipt of which by Borrower is hereby acknowledged, Borrower and Secured Party hereby agree as follows:

1. Borrower grants, assigns and conveys to Secured Party the entire right, title and interest in and to the patent applications and patents listed in Exhibit A, including without limitation all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringement, all rights corresponding thereto throughout the world and all reissues, divisionals, continuations, continuations-in-part, renewals and extensions thereof (collectively referred to herein as "Patent Collateral").

2. If before the Satisfaction Date (as defined in the Loan Agreement), Borrower shall obtain rights to any new patentable inventions, or become entitled to the benefit of any patent application or patent or any improvement on any patent, the provisions of this Patent Collateral Assignment shall automatically apply thereto and, if registration with the United States Patent and Trademark Office or any similar entity in any other country has been or will be sought or obtained, Borrower shall give to Secured Party prompt notice thereof in writing. Borrower authorizes Secured Party to modify this Patent Collateral Assignment by amending Exhibit A to include any future patents and patent applications. Without limitation of the foregoing, Borrower shall promptly, upon filing any patent application, deliver to Secured Party an amendment to this Agreement in form satisfactory to Secured Party.

3. Unless and until there shall have occurred and be continuing an Event of Default, Secured Party hereby grants to Borrower the exclusive, nontransferable right and license under

the Patent Collateral to make, have made for it, use, sell and offer to sell the inventions disclosed and claimed in the Patent Collateral for Borrower's own benefit and account and for none other and Borrower shall have the right to enter into licenses and sub-licenses on commercially reasonable terms.

4. On the Satisfaction Date, or thereafter upon the request of Borrower, Secured Party shall execute and deliver to Borrower all deeds, assignments and other instruments as may be necessary or proper to re-vest in Borrower full title to the Patent Collateral, subject to any disposition thereof which may have been made by Secured Party pursuant to this Agreement.

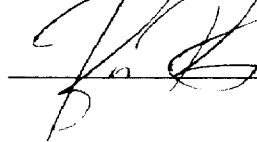
5. All of the rights and remedies of Secured Party with respect to the Patent Collateral, whether established hereby or by the Loan Agreement or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Borrower hereby authorizes Secured Party to make, constitute and appoint any officer or agent of Secured Party as Secured Party may select, in its sole discretion, as Borrower's true and lawful attorney-in-fact, with power (i) at any time after the occurrence of an Event of Default and during the continuance thereof, to endorse Borrower's name on all applications, documents, papers and instruments necessary or desirable for Secured Party in the use of the Patent Collateral, or to grant or issue any exclusive or non-exclusive license under the Patent Collateral to anyone, or to assign, pledge, convey or otherwise transfer title in or dispose of the Patent Collateral to anyone free and clear of any encumbrance upon title thereof created after the date of this Agreement, and (ii) at any time after the occurrence of an Event of Default and during the continuance thereof to take any other actions with respect to the Patent Collateral as Secured Party reasonably deems in its best interests. Borrower hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable until all Obligations shall have been paid in full and the Loan Agreement has been terminated. Borrower acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Secured Party or its successors, transferees and assigns under the Loan Agreement but rather is intended to facilitate the exercise of such rights and remedies. Secured Party and such other parties shall have, in addition to all other rights and remedies given it or them by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which Secured Party's rights with respect to the particular Patent may be enforced.

6. Any provisions hereof found to be invalid under the laws of the United States of America, the State of Wisconsin, or any other applicable law, shall be invalid only with respect to the offending provision and only with respect to the application of such law, and this Patent Collateral Assignment shall otherwise remain in full force and effect. All words used herein shall be construed to be of such gender or number as the circumstances require. This Patent Collateral Assignment shall be binding upon the successors and assigns of the parties hereto, but shall inure to the benefit of the successors or assigns of the Secured Party only. No course of dealing between Borrower and Secured Party, nor any failure to exercise, nor any delay in exercising, on the part of Secured Party, any right, power or privilege hereunder or under the

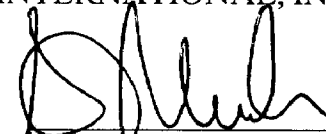
Loan Agreement shall operate as a waiver thereof. This Patent Collateral Assignment may be amended only by a writing signed by the parties. The internal laws of the State of Wisconsin, without regard to conflicts of laws principles, shall apply to this Patent Collateral Assignment and its construction and interpretation, except to the extent that the Code provides that the perfection of the Security Interest hereunder, or remedies hereunder, in respect of any particular Patent Collateral are governed by the laws of a jurisdiction other than Wisconsin; provided that the Secured Party shall retain all rights arising under federal law.

IN WITNESS WHEREOF, Borrower and Secured Party have caused this Patent Collateral Assignment to be duly executed as of the day and year first above written.

Subscribed and sworn to before me
this 11th day of May, 1999.



MTI INTERNATIONAL, INC. (Borrower)

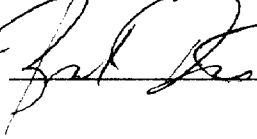
By: 

Gregory S. Martinek, President

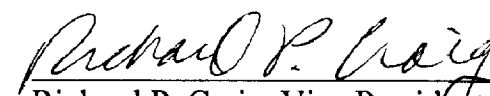
Notary Public State of Wisconsin

My Commission Expires: PERMANENT

Subscribed and sworn to before me
this 11th day of May, 1999.



BANK ONE, WISCONSIN (Secured Party)

By: 

Richard P. Craig, Vice President

Notary Public State of Wisconsin

My Commission Expires: PERMANENT

SCHEDULE 4.17: INTELLECTUAL PROPERTY

Power Supply Circuit for a Discharge Lamp

- Jurisdiction: United States
- Patent No.: 5,399,943
- Date of Patent: March 21, 1995
- Held by: MTI
- Description:

An electronic power supply for use with a gas discharge lamp, including a transformer having its primary winding connected in parallel with a capacitor of a series resonant element connected between an inverter and the lamp, effective to limit the voltage from the power supply to a predetermined level.

Electronic Ballast for a Discharge Lamp with Current Sensing

- Jurisdiction: United States
- Patent No.: 5,291,101
- Date of Patent: March 1, 1994
- Held by: MTI
- Description:

An electronic ballast for use with a fluorescent lamp. A pair of oppositely poled diodes connected in parallel with a transformer used to drive the switching transistors of an inverter in the ballast, ensuring operation of the transistors at zero current crossing.

Electronic Ballast Circuit for Fluorescent Lamps

- Jurisdiction: United States
- Patent No.: 5,394,064
- Date of Patent: February 28, 1995
- Held by: MTI
- Description:

An electronic ballast circuit for multiple fluorescent lamps. Control is achieved by varying the voltage and the frequency of operation of an inverter utilized to drive the fluorescent lamps. A separate voltage boost converter provides regulated voltage to the converter. Dimming is accomplished by varying the voltage either manually or in response to sensor circuitry.

Universal Calling/Originating Number Identification

- Jurisdiction: United States
- Patent No.: 5,349,638
- Date of Patent: September 20, 1994

- Held by: MTI
- Description:

An interface circuit used between a telephone office and a subscriber's telephone operated in response to signals identifying incoming calls to provide visual and/or audible indications of the identification information. The incoming signal information is also extended in decoded form to an associated computer, computer network and/or television screen.

Distributed Control System for Lighting with Intelligent Electronic Ballasts

- Jurisdiction: United States
- Patent No.: 5,471,119
- Date of Patent: November 28, 1995
- Held by: MTI
- Description:

A lighting system comprising: an AC power line; an electronic ballast including structure for receiving and interpreting commands transmitted on the power line to control dimming of a fluorescent lamp, the ballast including structure defining an individual address, the ballast including structure for initiating an arc to start the fluorescent lamp, for limiting current through the fluorescent lamp after the arc is initiated, and for dimming the light output of the fluorescent lamp; and a control element spaced apart from the electronic ballast and including structure for sending commands on the power line in a format that the ballast is capable of interpreting, the control element including structure for comparing the sent address with its individual address and responding to the command if the sent address matches its individual address.

Low Power Unity Power Factor Ballast

- Jurisdiction: United States
- Patent No.: 5,471,117
- Date of Patent: November 28, 1995
- Held by: MTI
- Description:

An inverter circuit operating from line utilizes minimum, lower rating switches to operate at higher frequency, while maintaining substantially unity power factor and lower input current harmonics. The input rectified DC is transferred to a storage capacitor using a buck-boost regulator in which the current in inductor is always maintained discontinuous and proportional to the instantaneous input voltage. Filtering this input current will give substantially sinusoidal current at the input. The second switch in the buck-boost regulator and an additional third switch contributes to the necessary half bridge for an inverter. The inverter, which can be self oscillating or driven from a control circuitry, can give higher frequency, high voltage AC output

with ability to control the load power hence provide for dimming, e.g., for a fluorescent lamp.

Wireless Caller Information Processing System

- Jurisdiction: United States
- Patent No.: 5,636,266
- Date of Patent: June 3, 1997
- Held by: MTI
- Description:

A wireless caller identification system employing master and remote units. Microcontrollers at both master and remote units facilitate secure communications between units, providing the identity of the source of calls received at the master unit over a connected telephone central office. Radio frequency or infrared modes of communication may be used.