

5-27-99

06-02-1999

FORM PTO-1595  
(Rev. 5-93)



OMB No. 0651-0011 (exp. 4/94)

101052463

OVER SHEET  
ONLY

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

Tab settings ⇄ ⇄ ⇄ ▼

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

1. Name of conveying party(ies):

Lapp Insulator Company LLC

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

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other \_\_\_\_\_

Execution Date: March 22, 1999

2. Name and address of receiving party(ies)

Name: Fleet Capital Corporation

Internal Address: \_\_\_\_\_

Street Address: 20800 Swenson Drive, Suite 350

City: Waukesha State: WI Zip: 53187

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): 09/184,890

B. Patent No.(s): 4,443,659; 4,509,775;  
4,500,745; 4,543,523; 4,312,495

Additional numbers attached?  Yes  No

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

Name: Bradley S. Schmarak

Internal Address: Sachnoff & Weaver, Ltd.

Street Address: 30 South Wacker Drive

Suite 2900

City: Chicago State: IL ZIP: 60606

6. Total number of applications and patents involved: 6

7. Total fee (37 CFR 3.41).....\$ 240

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

(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.*

Bradley S. Schmarak  
Name of Person Signing

Signature

3/22/99  
Date

Total number of pages including cover sheet, attachments, and document: 17

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

06/02/1999 DNGUYEN 00000009 4443659

01 FC:581

240.00 OP

140623/0139/236686

**PATENT**  
**REEL: 009980 FRAME: 0560**

## PATENT COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

THIS PATENT COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (this "**Agreement**") is dated as of this 22nd day of March, 1999, by and between LAPP INSULATOR COMPANY LLC, a Delaware limited liability company ("**Borrower**") and FLEET CAPITAL CORPORATION, a Rhode Island corporation ("**Lender**").

### RECITALS:

A. Pursuant to that certain Loan and Security Agreement dated of even date herewith by and between Borrower and Lender (the "**Loan Agreement**"), Lender has, subject to the satisfaction of certain conditions precedent, agreed to lend monies and/or make advances, extensions of credit and other financial accommodations (collectively, the "**Loans**") to, on behalf or for the benefit of Borrower; and

B. Lender has required as a condition, among others, to the making of the Loans to Borrower, in order to secure the prompt and complete payment, observance and performance of all of the "**Secured Obligations**" (as defined in the Loan Agreement), that the Borrower execute and deliver this Agreement to Lender.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties agree as follows:

1. Defined Terms. Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Loan Agreement. In addition, the following terms shall have the meanings set forth in this Section 1 or elsewhere in this Agreement referred to below:

(a) "**Agreement**": This Patent Collateral Assignment and Security Agreement, as amended and in effect from time to time.

(b) "**Patent Collateral**": All of Borrower's right, title and interest in and to all of the Patents (defined herein) , the Patent License Rights (defined herein), and all other Patent Rights (defined herein), and all additions, improvements, and accessions to, all substitutions for and replacements of, and all products and Proceeds (defined herein) (including insurance proceeds) of any and all of the foregoing, and all books and records and technical information and data describing or used in connection with any and all such rights, interests, assets or property.

(c) "**Patent License Rights**": Any and all present or future rights and interests of Borrower pursuant to any and all present and future licensing agreements in favor of Borrower, or to which Borrower is a party, pertaining to any

140623/0139/232537/version 2

**PATENT**  
**REEL: 009980 FRAME: 0561**

Patents, or Patent Rights, owned or used by third parties now or in the future, including the right in the name of Borrower or Lender to enforce, and sue and recover for, any past, present or future breach or violation of any such agreement.

(d) **"Patent Rights"**: Any and all present or future rights in, to and associated with the Patents throughout the world, whether arising under federal law, state law, common law, foreign law, or otherwise, including but not limited to the following: all such rights arising out of or associated with the Patents; the right (but not the obligation) to register claims under any federal, state or foreign patent law or regulation; the right (but not the obligation) to sue or bring opposition or bring cancellation proceedings in the name of Borrower or Lender for any and all past, present and future infringements of or any other damages or injury to the Patents or the Patent Rights, and the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, damage or injury; and the Patent License Rights.

(e) **"Patents"**: All patents and patent applications, whether United States or foreign, that are owned by Borrower or in which Borrower has any right, title or interest, now or in the future, including but not limited to:

(i) the patents and patent applications listed on Schedule A hereto (as the same may be amended pursuant hereto from time to time);

(ii) all letters patent of the United States or any other country, and all applications for letters patent of the United States or any other country;

(iii) all re-issues, continuations, divisions, continuations-in-part, renewals or extensions thereof;

(iv) the inventions disclosed or claimed therein, including the right to make, use, practice and/or sell (or license or otherwise transfer or dispose of) the inventions disclosed or claimed therein; and

(v) the right (but not the obligation) to make and prosecute applications for such Patents.

(f) **"Proceeds"**: Any consideration received from the sale, exchange, license, lease or other disposition or transfer of any right, interest, asset or property which constitutes all or any part of the Patent Collateral, any value received as a consequence of the ownership, possession, use or practice of any Patent Collateral, and any payment received from any insurer or other person or entity as a result of the destruction or the loss, theft or other involuntary conversion of whatever nature of any right, interest, asset or property which constitutes all or any part of the Patent Collateral.

(g) "PTO": The United States Patent and Trademark Office.

2. Grant of Security Interest. To secure the payment and performance in full of all of the Secured Obligations, Borrower hereby grants, assigns, transfers and conveys to Lender, for the benefit of Lender, BY WAY OF COLLATERAL SECURITY, all of the Patent Collateral, subject to Permitted Liens, the rights of the third party licensors and licensees pursuant to the Patent License Rights and except for assignments requiring consents as set forth on Exhibit 10.1(d) to the Loan Agreement. LENDER DOES NOT ASSUME ANY LIABILITY ARISING IN ANY WAY BY REASON OF ITS HOLDING SUCH COLLATERAL SECURITY.

3. Representations, Warranties and Covenants. Borrower represents, warrants and covenants that except as set forth on Exhibit B to the Loan Agreement: (a) Schedule A attached hereto sets forth a true and complete list of all the patents, rights to patents and patent applications now owned, licensed, controlled or used by Borrower; (b) the issued Patents are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and there is no litigation or proceeding pending concerning the validity or enforceability of the issued Patents; (c) to the best of Borrower's knowledge, each of the issued Patents is valid and enforceable; (d) to the best of Borrower's knowledge, there is no infringement by others of the issued Patents or Patent Rights; (e) to the best of Borrower's knowledge, no claim has been made that the use of any of the Patents does or may violate the rights of any third person, and there is no infringement by Borrower of the patent rights of others; (f) Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents (other than ownership and other rights reserved by third party owners with respect to Patents which Borrower is licensed to practice or use and the rights of third party licensees licensed by Borrower in the ordinary course of business), free and clear of any liens, charges, encumbrances and adverse claims, including without limitation pledges, assignments, licenses, shop rights and covenants by Borrower not to sue third persons, other than the security agreement and mortgage created by the Loan Agreement and this Agreement subject to Permitted Liens and the aforementioned rights of licensors and licensees; (g) Borrower is authorized to enter into this Agreement and perform its terms; (h) this Agreement, together with the Loan Agreement, will create in favor of Lender, a valid and perfected first priority security interest in the Patent Collateral (subject to Permitted Liens, and the aforementioned rights of licensors and licensees, and except with respect to foreign Patent Collateral) upon making the filings referred to in clause (i) of this Section 3; and (i) except for the filing of financing statements with Secretary of State for the State of New York under the Uniform Commercial Code and the filing of this Agreement with the PTO, no authorization, approval or other action by, and no notice to or filing with, any governmental or regulatory authority, agency or office is required either (1) for the grant by Borrower or the effectiveness of the security interest and assignment granted hereby or for the execution, delivery and performance of this Agreement by Borrower, or (2) for the perfection of Lender's security interest in the Patent Collateral, except with respect to foreign Patent Collateral.

4. No Transfer or Inconsistent Agreements. Without Lender's prior written consent and except for licenses of the Patent Collateral in the ordinary course of Borrower's business consistent with its past practices or as otherwise permitted by the Loan Agreement, Borrower will not (a) mortgage, pledge, assign, encumber, grant a security interest in, transfer, license or alienate any of the Patent Collateral, or (b) enter into any agreement (for example, a license agreement) that is inconsistent with Borrower's obligations hereunder.

5. After-Acquired Patents, Etc.

5.1. After-acquired Patents. If, before the Secured Obligations shall have been finally paid and satisfied in full, Borrower shall obtain any right, title or interest in or to any other or new patents, patent applications or patentable inventions, or become entitled to the benefit of any patent application or patent or any reissue, division, continuation, renewal, extension, or continuation-in-part of any of the Patent Collateral or any improvement on any of the Patent Collateral, the provisions of this Agreement shall automatically apply thereto and Borrower shall promptly give to Lender notice thereof in writing and execute and deliver to Lender such documents or instruments as Lender may reasonably request further to evidence and perfect (except for foreign Patent Collateral) such security interest.

5.2. Amendment to Schedule. Borrower authorizes Lender to modify this Agreement, without the necessity of Borrower's further approval or signature, by amending Schedule A hereto to include any future or other Patents or Patent Rights under Section 2 or Section 5 hereof.

6. Patent Prosecution.

6.1. Borrower Responsible. Borrower shall assume full and complete responsibility for the prosecution, grant, enforcement or any other necessary or desirable actions in connection with the Patent Collateral, and shall hold Lender harmless from any and all costs, damages, liabilities and expenses which may be incurred by Lender in connection with Lender's security interest in any of the Patent Collateral or any other action or failure to act in connection with this Agreement or the transactions contemplated hereby except to the extent caused by the gross negligence or wilful misconduct of Lender. In respect of such responsibility, Borrower shall retain patent counsel reasonably acceptable to Lender.

6.2. Assignor's Duties, Etc. Subject to the exercise of reasonable business judgment, Borrower shall have the duty, through patent counsel acceptable to Lender, to prosecute diligently any patent applications of the Patents pending as of the date of this Agreement or thereafter, to make application for unpatented but reasonably patentable inventions and to preserve and maintain all rights in the Patents, including without limitation the payment when due of all maintenance fees and other fees, taxes and other

expenses which shall be incurred or which shall accrue with respect to any of the Patents. Any expenses incurred in connection with such applications and actions shall be borne by Borrower. Borrower shall not abandon any filed patent application, or any pending patent application or patent, without the consent of Lender, which consent shall not be unreasonably withheld. Lender hereby appoints Borrower as its agent for all matters referred to in the foregoing provisions of this Section 6 and agrees to execute any documents necessary to confirm such appointment. Upon the occurrence and during the continuance of an Event of Default, Lender may terminate such agency by providing written notice of termination to Borrower.

6.3. Assignor's Enforcement Rights. Borrower shall have the right, with the consent of Lender which shall not be unreasonably withheld, to bring suit or other action in Borrower's own name to enforce the Patents and the Patent Rights. Lender shall be required to join in such suit or action as may be necessary to assure Borrower's ability to bring and maintain any such suit or action in any proper forum so long as Lender is completely satisfied that such joinder will not subject Lender to any risk of liability. Borrower shall promptly, upon demand, reimburse and indemnify Lender for all damages, costs and expenses, including legal fees, incurred by Lender pursuant to this Section 6.

6.4. Protection of Patents, Etc. Subject to the exercise of reasonable business judgment, Borrower shall take any and all such actions (including but not limited to institution and maintenance of suits, proceedings or actions) as may be reasonably necessary or appropriate to properly maintain, protect, preserve, care for and enforce the Patent Collateral. Subject to the exercise of reasonable business judgment, Borrower shall not take or fail to take any action, nor permit any action to be taken or not taken by others under its control, which would materially adversely affect the validity, grant or enforcement of any of the Patent Collateral.

6.5. Notification by Assignor. Promptly upon obtaining knowledge thereof, Borrower will notify Lender in writing of the institution of, any proceeding in the PTO or any similar office or agency of the United States or any foreign country, or any court, regarding the validity of any of the Patents or Borrower's rights, title or interests in and to any of the Patent Collateral, and of any event which does or reasonably could materially adversely affect the value of any of the Patent Collateral, the ability of Borrower or Lender to dispose of any of the Patent Collateral or the rights and remedies of Lender in relation thereto (including but not limited to the levy of any legal process against any of the Patent Collateral).

7. Remedies. If any Event of Default shall have occurred and be continuing, then at the discretion of Lender, and upon notice by Lender to Borrower: (a) Lender, in its own name or that of Borrower (in the sole discretion of Lender), may do such act or remedy such Event of Default (or cause such act to be done or such Event of Default to be remedied), at Borrower's sole cost and expense; (b) Borrower shall immediately cease and desist from the practice, manufacture, use and sale of the inventions claimed, disclosed or covered by the Patents; and (c) Lender shall have, in addition to all other rights and

remedies given it by this Agreement, the Loan Agreement, and the other Loan Documents, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the state of Illinois and, without limiting the generality of the foregoing, Lender may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Borrower, all of which are hereby expressly waived, and without advertisement, sell or license at public or private sale or otherwise realize upon the whole or from time to time any part of the Patent Collateral, or any interest which Borrower may have therein, and after deducting from the proceeds of sale or other disposition of the Patent Collateral all expenses (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds toward the payment of the Secured Obligations as set forth in the Loan Agreement. Notice of any sale, license or other disposition of any of the Patent Collateral shall be given to Borrower at least ten (10) days before the time that any intended public sale or other disposition of such Patent Collateral is to be made or after which any private sale or other disposition of such Patent Collateral may be made, which Borrower hereby agrees shall be reasonable notice of such public or private sale or other disposition. At any such sale or other disposition, Lender may, to the extent permitted under applicable law, purchase or license the whole or any part of the Patent Collateral or interests therein sold, licensed or otherwise disposed of.

8. Power of Attorney. If any Event of Default shall have occurred and be continuing, Borrower does hereby make, constitute and appoint Lender (and any officer or agent of Lender as Lender may select in its exclusive discretion) as Borrower's true and lawful attorney-in-fact, with the power to endorse Borrower's name on all applications, documents, papers and instruments necessary for Lender to use any of the Patent Collateral, to practice, make, use or sell the inventions disclosed or claimed in any of the Patent Collateral, to grant or issue any exclusive or nonexclusive license of any of the Patent Collateral to any third person, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Patent Collateral or any part thereof or interest therein to any third person, and, in general, to execute and deliver any instruments or documents and do all other acts which Borrower is obligated to execute and do hereunder. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof, and releases Lender from any claims, liabilities, causes of action or demands arising out of or in connection with any action taken or omitted to be taken by Lender under this power of attorney (except for Lender's gross negligence or willful misconduct). This power of attorney shall be irrevocable for the duration of this Agreement.

9. Further Assurances. Borrower shall, at any time and from time to time, and at its expense, make, execute, acknowledge and deliver, and file and record as reasonably necessary or appropriate with governmental or regulatory authorities, agencies or offices, such agreements, assignments, documents and instruments, and do such other and further acts and things (including, without limitation, using best efforts to obtain consents of third parties), as Lender may reasonably request or as may be reasonably necessary or appropriate in order to implement and effect fully the intentions, purposes and provisions

of this Agreement, or to assure and confirm to Lender the grant, perfection and priority of Lender's security interest in any of the Patent Collateral as provided for herein.

10. Termination. At such time as all of the Obligations have been finally paid and satisfied in full, this Agreement shall terminate and Lender shall, upon the written request and at the expense of Borrower, execute and deliver to Borrower all deeds, assignments and other instruments as may be necessary or proper to reassign and reconvey to and re-vest in Borrower the entire right, title and interest to the Patent Collateral previously granted, assigned, transferred and conveyed to Lender by Borrower pursuant to this Agreement, as fully as if this Agreement had not been made, subject to any disposition of all or any part thereof which may have been made by Lender pursuant hereto or the Loan Agreement.

11. Course of Dealing. No course of dealing among Borrower and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. Expenses. Subject to Section 14.2 of the Loan Agreement, any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by Lender in connection with the preparation of this Agreement and all other documents relating hereto, the consummation of the transactions contemplated hereby or the enforcement hereof, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving any of the Patent Collateral, or (subject to the terms of Article 6 above) in defending or prosecuting any actions or proceedings arising out of or related to any of the Patent Collateral, shall be borne and paid by Borrower.

13. Overdue Amounts. Until paid, all amounts due and payable by Borrower hereunder shall be a debt secured by the Patent Collateral and other Collateral and shall bear, whether before or after judgment, interest at the rate of interest for overdue principal set forth in the Loan Agreement.

14. No Assumption of Liability: Indemnification. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, LENDER DOES NOT ASSUME ANY LIABILITIES OF BORROWER WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING BORROWER'S OWNERSHIP OR PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF THE PATENT COLLATERAL OR ANY PRACTICE, USE, LICENSE OR SUBLICENSE THEREOF, OR ANY PRACTICE, MANUFACTURE, USE OR SALE OF ANY OF THE INVENTIONS DISCLOSED OR CLAIMED THEREIN, WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE EVENT, CIRCUMSTANCE, ACT OR OMISSION OR OTHERWISE. ALL OF SUCH



LIABILITIES SHALL BE EXCLUSIVELY BORNE BY BORROWER, AND BORROWER SHALL INDEMNIFY LENDER FOR ANY AND ALL COSTS, EXPENSES, DAMAGES AND CLAIMS, INCLUDING LEGAL FEES, INCURRED BY LENDER WITH RESPECT TO SUCH LIABILITIES, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILFUL MISCONDUCT OF LENDER.

15. Rights and Remedies Cumulative. All of Lender's rights and remedies 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. Nothing contained in this Agreement shall be deemed to extend the time of attachment or perfection of or otherwise impair the security interest in any of the Patent Collateral granted to Lender under the Loan Agreement. Borrower acknowledges and agrees that this Agreement is supplemental to the Loan Agreement and is not intended to limit or restrict in any way the rights and remedies of Lender under the Loan Agreement or any of the other Loan Documents, but rather is intended to facilitate the exercise of such rights and remedies given it 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 the Patent Collateral may be located or deemed located.

16. Modification. This Agreement may not be altered, amended or modified in any way, except as specifically provided in Section 5 hereinbefore or by a writing signed by Borrower and Lender.

17. Power of Attorney. The Borrower hereby appoints Lender and all Persons Lender may designate, in its sole and absolute discretion, as Borrower's attorney-in-fact, with full authority in the place and stead of Borrower and in the name of Borrower or otherwise, to take any action and to execute any instrument which Lender may deem necessary or advisable to accomplish the purposes of this Agreement subsequent to an Unmatured Default or Event of Default. Borrower hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until all of the Secured Obligations shall have been paid and satisfied in full.

18. Binding Effect; Benefits. This Agreement shall be binding upon Borrower and its successors and assigns, and shall inure to Lender, for the benefit of Lender, and its nominees. Borrower's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for Borrower. Borrower shall not assign its obligations hereunder without Lender's prior written consent.

19. Governing Law. This Agreement has been delivered for acceptance by Lender in Chicago, Illinois and shall be governed by and construed in accordance with the internal laws (as opposed to the conflicts of law provisions) of the State of Illinois. Borrower hereby (a) irrevocably submits, to the extent permitted by applicable law, to the jurisdiction of any state or federal court located in Chicago, Illinois, over any action or

proceeding to enforce or defend any matter arising from or related to this Agreement; (b) irrevocably waives, to the fullest extent Borrower may effectively do so, the defense of an inconvenient forum to the maintenance of any such action or proceeding in any such court; (c) agrees that, to the extent permitted by applicable law, a final judgment in any such action or proceeding in any such court shall be conclusive and may be enforced in any other jurisdictions by suit on the judgment or in any other manner provided by law; and (d) to the extent permitted by applicable law, agrees not to institute any legal action or proceeding against Lender or any of Lender's directors, officers, employees, agents or property, concerning any matter arising out of or relating to this Agreement in any court other than one located in Cook County, Illinois. Nothing in this Section shall affect or impair Lender's right to serve legal process in any manner permitted by law or Lender's right to bring any action or proceeding against Borrower or Borrower's property in the courts of any other jurisdiction.

20. Notices. All notices or other communications required or desired to be served, given or delivered hereunder shall be served, given or delivered and shall be deemed to have been validly served, given or delivered in accordance with the express provisions of the Loan Agreement.

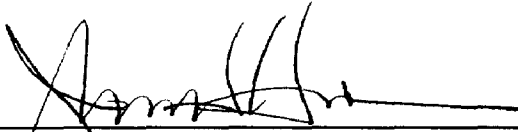
21. Duty of Lender. Lender shall not be liable for any acts, omissions, errors of judgment or mistakes of fact or law with respect to the Patent Collateral, except to the extent caused by Lender's gross negligence or wilful misconduct. Without limiting the generality of the foregoing, Lender shall not be under any obligation to take any action necessary or preserve rights in the Patent Collateral against any other Persons but may do so at its option, and all expenses incurred in connection therewith shall be for the sole account of Borrower and added to the Secured Obligations secured hereby.

22. Section Headings. The section headings herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

23. Recitals. The Recitals are incorporated and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereby have duly executed this Agreement on the day and year first above written.

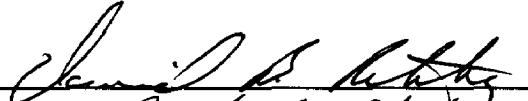
LAPP INSULATOR COMPANY LLC

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

John H. Hurshman, President

Acknowledged and Agreed to in  
Chicago, Illinois, as of this  
22nd day of March, 1999

FLEET CAPITAL CORPORATION

By:   
Name: David G. Ritchey  
Its: Vice President

STATE OF Illinois )  
 ) SS  
COUNTY OF Cook )

The foregoing Patent Collateral Assignment and Security Agreement was executed and acknowledged before me this 22<sup>nd</sup> day of March, 1999, by John H. Huesman, personally known to me to be the President of Lapp Insulator Company LLC, a Delaware limited liability company, on behalf of such company.

(SEAL)



Brenda L. Rowland  
Notary Public  
Cook County, Illinois

My commission expires:  
July 13, 2002

**SCHEDULE A**

**ISSUED AND PENDING PATENTS**

**Patents issued by U.S. Patent  
and Trademark Office**

<u>Patent No.</u>	<u>Issue Date</u>	<u>Inventor(s)</u>	<u>Title</u>
-------------------	-------------------	--------------------	--------------

*[List chronologically in ascending numerical order]*

**Patents issued by U.S. Patent  
and Trademark Office**

<u>Serial No.</u>	<u>Filing Date</u>	<u>Inventor(s)</u>	<u>Title</u>
-------------------	--------------------	--------------------	--------------

*[List chronologically in ascending numerical order]  
[Add foreign patents on separate schedule if appropriate]*

Exhibit B - Attachment A - Patents (Page 1 of 2)

HART, BAILEY DANIELS & HOLLICK  
 CEBTEL, 27 APR 91  
 PAGE 1 OF 2 PAGES

FROM: LAPP INSULATOR CO

LAPP INSULATOR COMPANY

SUMMARY OF FOREIGN AND DOMESTIC PATENT PROPERTIES

USSN	HBDH FILE	COUNTRY	TITLE (INVENTORS)	APPLICATION SERIAL NO.	FILED DATE	PATENT NUMBER	ISSUED DATE	REMARKS
404,620	5910 B	UNITED STATES	GLAZE TO PIN CONNECTION FOR AN ELECTRICAL INSULATOR WITH EMBEDDED METAL FITTING (Tatum)	404,620	02 Aug 82	4,443,559	17 Apr 84	Expires 17 Apr 01
636,370	5907 B	UNITED STATES	BUSHING INCLUDING AN EXPANSION COMPENSATION SEAL (Moran)	636,370	31 Jul 84	4,808,775	02 Sep 85	Expires 02 Sep 03
471,780	5911 B	UNITED STATES	HYBRID ELECTRICAL INSULATOR BUSHING (Miggins)	471,780	03 Mar 83	4,500,745	19 Feb 85	Expires 19 Feb 02
487,882	5914 B	UNITED STATES	TEST TERMINAL FOR USE IN AN ELECTRIC POWER TRANSMISSION SYSTEM (Moran)	487,882	22 Apr 83	4,543,523	24 Sep 85	Expires 24 Sep 02
584,885	17880 A	CANADA	GLAZE TO PIN CONNECTION FOR A HIGH VOLTAGE DIRECT CURRENT INSULATOR WITH EMBEDDED METAL FITTING (Wheeler)	451,847	05 Apr 84	1,221,148	28 Apr 87	Expires 28 Apr 04 No Maintenance Fee
"	17882 A	GERMANY	" " "	P 34 13 784.7	12 Apr 84			16th Anniversary Apr 90
"	"	"	" (Unity Model) "	P 84 11 803.3	12 Apr 84			16th Anniversary Apr 90
"	17881 A	UNITED KINGDOM	" " "	84 08220	30 Mar 84	2,157,094	30 Mar 84	16th Anniversary Mar 90

021241199 121047

LAPP INSULATOR COMPANY

SUMMARY OF FOREIGN AND DOMESTIC PATENT PROPERTIES

USSN	HBDH FILE	COUNTRY	TITLE (INVENTORS)	APPLICATION SERIAL NO.	FILING DATE	PATENT NUMBER	ISSUED DATE	REMARKS
139,048	6001 B	UNITED STATES	ELECTRICAL TRANSMISSION SYSTEM CONDUCTOR INSTALLATION TECHNIQUE (Dunbar)	139,048	10 Apr 80	4,312,495	26 Jan 82	Expires 26 Jan 88 No Maintenance Fees