

08-11-1999

FORM PTO-1595 (modified)

(Rev 6-93)

RE



HEET

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

101114759

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

1. Name of conveying party(ies):

Cintex of America Inc.
6919 51st Street
Kenosha, WI 53144

Additional conveying party(ies) attached? NO

2. Name and address of receiving party(ies):

The Governor and Company of the
Bank of Scotland, As Security
Trustee
Broad Street House
55 Old Broad Street
London EC2P 2HL England

Additional name(s) & address(es) attached? NO

3. Nature of conveyance:

ASSIGNMENT

Execution Date:

July 19, 1999

4. Application number(s) or patent number(s):

If this is being filed together with a new application, the execution date of the application is:

A. Patent Application Number(s):

B. Patent Numbers(s):

5,170,857
5,168,978

Additional numbers attached? NO

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

David J. Bates
FOLEY & LARDNER
Firststar Center
777 East Wisconsin Avenue
Milwaukee, Wisconsin 53202-5367

6. Total number of applications/patents involved: 2

7. Total fee (37 C.F.R. § 3.41): \$80.00

☒ Check Enclosed

Charge to deposit account (duplicate copy attached)

8. Deposit account number: 06-1447

08/10/1999 MTHAI1 00000180 5170857

01 FC:581 80.00 DP

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. The Commissioner is hereby authorized to charge any additional recordation fees which may be required in this matter to the above-identified deposit account.

David J. Bates

Name of person signing

Signature

8/5/99

Date

Total number of pages including cover sheet, attachments, and document: 5

Mail documents to be recorded with required recordation cover sheet(s) to:
Commissioner of Patents & Trademarks, Box ASSIGNMENTS, Washington D.C. 20231

I, Christine A. Escavaille, a Notary Public in and for the State of Wisconsin, United States of America, hereby certify that I am a duly authorized and active Notary Public; that the attached document copy is a true line-for-line copy of the original assignment granting a continuing security interest in the entire right, title and interest in and to U.S. Patent Nos. 5,170,857 and 5,168,978, and any other owned or existing and hereafter acquired or arising patents of and from Cintext of America Inc., a Wisconsin Corporation, to The Governor and Company of the Bank of Scotland, as Security Trustee under the Facilities Agreement referred to in the assignment, and that said original assignment was on July 19, 1999, executed by said assignor.

8/5/99
Date

Christine A. Escavaille
Christine A. Escavaille
Notary Public,
State of Wisconsin

[SEAL]

Commission expires: July 6, 2003

Collateral Assignment of Patents

THIS COLLATERAL ASSIGNMENT OF PATENTS (this "Assignment") made as of this 19 day of July, 1999, by Cintex of America Inc., a Wisconsin corporation ("Assignor"), in favor of The Governor and Company of the Bank of Scotland, as Security Trustee under the Facilities Agreement referred to below (the "Assignee");

W I T N E S S E T H:

WHEREAS, Assignor and Assignee are parties to a certain General Security Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Security Agreement") pursuant to which the Assignor has granted to the Assignee a security interest in substantially all of Assignor's assets including, without limitation, its patents and patent applications, to secure all "Obligations" as defined therein, including without limitation all present and future debts, obligations and liabilities of Assignor or any other Obligors pursuant to the Facilities Agreement dated May 25, 1999 (the "Facilities Agreement") among the Obligors and the Finance Parties named therein, and all obligations of Assignor under its Corporate Guarantee Agreement ("Guarantee") relating to the Facilities Agreement (the Facilities Agreement, Security Agreement, Guarantee and all other documents and instruments relating to the Facilities Agreement are sometimes referred to herein collectively as the "Financing Agreements");

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

1. Incorporation of Financing Agreements. The Financing Agreements and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, Assignor hereby grants to Assignee, and hereby affirms its prior grant pursuant to the Financing Agreements of, a continuing security interest in Assignor's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising patents and patent applications including, without limitation, the inventions and improvements described and claimed therein, all patentable inventions and those patents and patent applications listed on **Schedule A** attached hereto and made a part hereof, and the reissues, divisions, continuations, renewals, reexaminations, extensions and continuations-in-part of any of the foregoing, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Patents").

3. Restrictions on Future Agreements. Assignor agrees that until Assignor's Obligations shall have been satisfied in full and the Financing Agreements shall have been terminated, Assignor shall not, without the prior written consent of Assignee, sell or assign its interest in, or grant any license under, any Patent or enter into any other agreement with respect to any Patent, and Assignor further agrees that it shall not take any action or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights transferred to Assignee under this Assignment.

4. Royalties; Terms. The term of the assignment granted herein shall extend until the earlier of (i) the expiration of each of the Patents, and (ii) the payment in full of the Obligations and the termination of the Financing Agreements. Assignor agrees that upon the occurrence and during the continuance of an Event of Default, the use by Assignee of all Patents shall be worldwide, except as limited by their terms, and without any liability for royalties or other related charges from Assignee to Assignor.

5. Release of Assignment. This Assignment is made for collateral purposes only. Upon payment in full of the Obligations and termination of the Financing Agreements, Assignee shall take such actions as may be necessary or proper to terminate the security interests created hereby and pursuant to the Financing Agreements.

6. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Assignor. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Assignee in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Patents or in defending or prosecuting any actions or proceedings arising out of or related to the Patents shall be borne by and paid by Assignor and shall be charged against the Obligations.

7. Assignee's Right to Sue. After the occurrence and during the continuance of an Event of Default, Assignee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents and, if Assignee shall commence any such suit, Assignor shall, at the request of Assignee, do any and all lawful acts and execute any and all proper documents required by Assignee in aid of such enforcement and Assignor shall promptly, upon demand, reimburse and indemnify Assignee for all costs and expenses incurred by Assignee in the exercise of its rights under this Section 7.

8. Waivers. No course of dealing between Assignor or Assignee, nor any failure to exercise, nor any delay in exercising, on the part of Assignee, any right, power or privilege hereunder or under the Financing Agreements 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.

9. Severability. The provisions of this Assignment are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Assignment in any jurisdiction.

10. Modification. This Assignment cannot be altered, amended or modified in any way, except by a writing signed by the parties hereto.

11. Cumulative Remedies; Power of Attorney; Effect on Financing Agreements. All of Assignee's rights and remedies with respect to the Patents, whether established hereby or by the Financing Agreements, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Assignor hereby authorizes Assignee upon the occurrence and during the continuance of an Event of Default, to make, constitute and appoint any officer or agent of Assignee as Assignee may select, in its sole discretion, as Assignor's true and lawful attorney-in-fact, with power to (i) endorse Assignor's name on all applications, documents, papers and instruments necessary or desirable for Assignee in the use of the Patents, or (ii) take any other actions with respect to the Patents as Assignee deems to be in the best interest of Assignee, or (iii) grant or issue any exclusive or non-exclusive license under the Patents to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents to anyone. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Obligations shall have been paid in full and the Financing Agreements have been terminated. Assignor acknowledges and agrees that this Assignment is not intended to limit or restrict in any way the rights and remedies of Assignee under the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Assignee shall have, in addition to all other rights and remedies given it by the terms of this Assignment and the Financing Agreements, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Wisconsin.

12. Binding Effect; Benefits. This Assignment shall be binding upon Assignor and its respective successors and assigns, and shall inure to the benefit of Assignee, its successors, nominees and assigns.

13. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Wisconsin.

14. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

15. Further Assurances. Assignor agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Assignee shall reasonably request from time to time in order to carry out the purpose of this Assignment and agreements set forth herein.

16. Survival of Representations. All representations and warranties of Assignor contained in this Assignment shall survive the execution and delivery of this

Assignment and shall be remade on the date of each borrowing under the Financing Agreements.

IN WITNESS WHEREOF, Assignor has duly executed this Assignment as of the date first above written.

CINTEX OF AMERICA INC.

By: RK Shepherd
Title: Secretary

State of Berkshire
County of England

Before me, a notary of the state and county aforesaid, personally appeared Secretary Brian John Shepherd with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Secretary of Cintex of America Inc., a Wisconsin corporation, and that he executed the foregoing instrument for the purposes therein stated, by signing the name of the corporation by himself as Secretary.

IN WITNESS HEREOF, I hereunto set my hand and seal of my office on this 14 day of June, 1994.
(SEAL)

Philip H. Jones
Notary Public

My Commission Expires: On death

Philip H. Jones
Solicitor & Notary
Riding Court, Datchet
Slough, SL3 9LF England
01753 586000

SCHEDULE A

PATENTS

Invention Title	U.S. Patent No.	Issue Date
Motorized Weighing Conveyor	5,170,857	December 15, 1992
Conveyor with Transverse Positioning	5,168,978	December 8, 1992

SCHEDULE A
(to Collateral Assignment of Patents)

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