

09-10-1999



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9-7-99
Atty. Dkt. No. 8165:45

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

SEP 7

To the Honorable Commissioner of Patents & Trademarks, and the attached original documents or copies thereof

Tidel Engineering, L.P.

Additional name(s) of conveying party(ies) attached?

☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

Execution Date: April 1, 1999

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

Name: Chase Bank of Texas, N.A.

Internal Address:

Street Address: 12875 Josey Lane

City: Dallas State: TX ZIP: 75234-6398

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)

B. Patent No.(s) (4,877,235; 5,095,748; 5,220,157; 5,340,967; 5,508,500; and Mexican 180049)

Additional numbers attached? ☐ Yes ☒ No

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

Name: David H. Judson

Internal Address: HUGHES & LUCE, L.L.P.

Street Address: 1717 Main Street, Suite 2800

City: Dallas State: TX ZIP: 75201

6. Total number of applications and patents involved: 6

7. Total fee (37 CFR 3.41): \$ 240.00

☒ 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.

David H. Judson, Reg. No. 30,467

Name of Person Signing

Signature

9/7/99
Date

Total number of pages including cover sheet: 6

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
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Washington, D.C. 20231

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Published by THE BUREAU OF NATIONAL AFFAIRS, INC., Washington, D.C. 20037

09/09/1999 DNGUYEN 00000400 4877235

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240.00 OP

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PATENT
REEL: 010216 FRAME: 0174

PATENT SECURITY AGREEMENT

WHEREAS, TIDEL ENGINEERING, L.P., a Delaware limited partnership ("Grantor"), owns the patents, patent registrations, and patent applications listed on Schedule 1 annexed hereto, and is a party to, or has been assigned the rights by the party to, the patent licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor, Chase Bank of Texas, N.A., a national banking association ("Grantee"), and Tidel Technologies, Inc., a Delaware corporation, are parties to that certain Credit Agreement dated as of the date hereof (as heretofore or hereafter amended, modified and in effect from time to time, the "Loan Agreement"), providing for extensions of credit to be made by Grantee to Grantor; and

WHEREAS, pursuant to the terms of the Security Agreement (as defined in the Loan Agreement), Grantor has granted to Grantee a security interest in all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired patents and patent applications, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Loan Agreement including, without limitation, all 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, patent registration and patent application, including, without limitation, the patents, patent registrations (together with any reissues, continuations or extensions thereof) and patent applications referred to in Schedule 1 annexed hereto;
- (2) each patent license, including, without limitation, each patent license listed on Schedule 1 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 or patent registration including, without limitation, the patents and patent registrations referred to in Schedule 1 annexed hereto, the patent registrations issued with respect to the patent applications referred in Schedule 1 and the patents licensed under any patent license.

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 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 provisions of which are incorporated by reference herein as if fully set forth herein.

This Patent Security Agreement is given in renewal, amendment, replacement, and restatement in its entirety (but not in novation, extinguishment or satisfaction) of that certain Patent Security Agreement dated June 12, 1997, executed by Tidel Engineering, Inc., for the benefit of Grantee, successor-in-interest to Texas Commerce Bank National Association (the "Prior Agreement"). To the extent of any conflict between the terms of this Patent Security Agreement and the terms of the Prior Agreement, the terms of this Patent Security Agreement shall control.

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be duly executed by its duly authorized officer thereunto as of the 1st day of April, 1999.

GRANTOR:

TIDEL ENGINEERING, L.P.,
a Delaware limited partnership

By: Tidel Cash Systems, Inc., its general partner

By: 

Mark K. Levenick, President ~~and Chief~~
~~Executive Officer~~

Acknowledged, agreed and accepted as
of the date hereof:

GRANTEE:

CHASE BANK OF TEXAS, N.A.

By: _____
Joanne Bramanti,
Vice President

hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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TIDEL ENGINEERING, L.P.,
a Delaware limited partnership

By: Tidel Cash Systems, Inc., its general partner

By: _____
Mark K. Levenick, President and Chief
Executive Officer

Acknowledged, agreed and accepted as
of the date hereof:

GRANTEE:

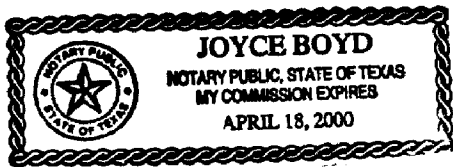
CHASE BANK OF TEXAS, N.A.

By: Joanne Bramanti
Joanne Bramanti,
Vice President

ACKNOWLEDGMENT

STATE OF TEXAS §
 § SS.
COUNTY OF DALLAS §

On the 1st day of April, 1999 before me personally appeared Mark K. Levenick, 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 the President and ~~Chief Executive Officer~~ of Tidel Cash Systems, Inc., the general partner of Tidel Engineering, L.P., who being by me duly sworn, did depose and say that he is the President and ~~Chief Executive Officer~~ of Tidel Cash Systems, Inc., the corporation which executed the foregoing instrument; that he signed the said instrument on behalf of said corporation and limited partnership; and that he acknowledged said instrument to be the free act and deed of said corporation.



(Seal)

Joyce Boyd
Notary Public

My commission expires:

4/18/00

**Schedule 1
to Patent
Security Agreement**

PATENT REGISTRATIONS

	<u>PATENT NO.</u>	<u>ISSUE DATE</u>	<u>TITLE</u>	<u>PATENT EXPIRES</u>
1.	4,877,235	10/31/89	Currency Sorter and Storage Device	October 31, 2006
2.	5,095,748	3/17/92	Sonic Tank Monitoring System	March 17, 2009
3.	5,220,157	6/15/93	Scrip Controlled Cash Dispensing System	June 15, 2010
4.	5,340,967	8/23/94	Method for Storing and Dispensing Cash	August 23, 2011
5.	5,508,500	4/16/96	Method for Storing and Dispensing Cash	April 16, 2013

FOREIGN PATENTS

	<u>PATENT NO.</u>	<u>ISSUE DATE</u>	<u>TITLE</u>	<u>PATENT EXPIRES</u>
1.	180049	11/9/95	Mexican counterpart to No. 2 above	August 5, 2011 (Annuities paid through 11/9/00)

PATENT APPLICATIONS

NONE

PATENT LICENSES

NONE

CERTIFICATE OF MAILING BY "EXPRESS MAIL" UNDER 37 CFR § 1.10

"EXPRESS MAIL" mailing label number:

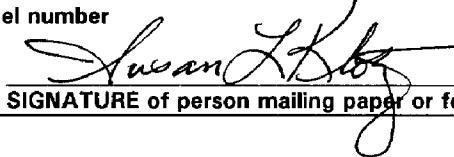
Date of Mailing: September 7, 1999

EM542098110US

I hereby certify that I have caused the documents indicated below to be deposited with the United States Postal Service "Express Mail Post Office to Addressee" under 37 CFR § 1.10 on the date indicated above and are addressed to the Assistant Commissioner for Patents, Washington, D.C. 20231 and mailed on the above Date of Mailing with the above "Express Mail" mailing label number

Susan L. Klotz

Typed or printed name of person mailing paper or fee



SIGNATURE of person mailing paper or fee

BOX ASSIGNMENTS

Commissioner of Patents and Trademarks
Washington, D.C. 20231

Attorney Docket Number:
8165:45

RE: Recordation of Patent Security Agreement
Conveying Party(ies): Tidel Engineering L.P.
Receiving Party(ies): Chase Bank of Texas, N.A.

Dear Sir:

Transmitted herewith for filing are the following:

- X Recordation Form Cover Sheet (Patents)
- X Patent Security Agreement (5 pages)
- X Recordation filing fee in the amount of \$240
- X A self-addressed, stamped post card to be returned to sender.

Respectfully submitted,

HUGHES & LUCE

By:

David H. Judson, Reg. No. 30,467

ATTORNEYS FOR APPLICANT

1717 Main Street, Suite 2800
Dallas, Texas 75201
(214) 939-5672