

09-15-1999

U.S. Department of Commerce  
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101145957

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09/14/1999 JSHADAZZ 00000007 5806287

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**Pages**

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

# 6

**Application Number(s) or Patent Number(s)**

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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)

			5,806,287	5,814,261	
			5,344,202		
			5,655,355		

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.

# 4

**Fee Amount**

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

Method of Payment:  
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Enclosed ☒ Deposit Account ☐

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

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.*

Andrew Connor

Name of Person Signing



Signature

9/8/99

Date

## PATENT SECURITY AGREEMENT

WHEREAS, Dimension Industries, L.L.C., a Minnesota limited liability company ("Grantor"), owns the Patents and applications for Patents listed on Schedule 1 annexed hereto; and

WHEREAS, Douglas Machine Limited Liability Company, a Minnesota limited liability company ("Borrower"), Heller Financial, Inc. ("Agent") and certain other financial institutions are parties to a Credit Agreement dated as of February 14, 1996 (as the same may be amended, restated, modified or supplemented and in effect from time to time, the "Credit Agreement"), providing for extensions of credit to be made to Borrower by Agent and certain other financial institutions that may from time to time become parties thereto as Lenders; and

WHEREAS, pursuant to the terms of a Guaranty dated as of July 14, 1999 (as the same may be amended, restated, modified or supplemented and in effect from time to time, the "Guaranty"), Grantor, which is a wholly-owned subsidiary of Borrower, agreed to guaranty the indebtedness and obligations of Borrower to Agent and Lenders and pursuant to the terms of the Security Agreement dated as of July 14, 1999 (as the same may be amended, restated, modified or supplemented and in effect from time to time, the "Security Agreement") between Grantor and Agent (in such capacity, "Grantee"), Grantor has granted to 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 in the Security Agreement), and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Guaranty;

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 application for Patent listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of and symbolized by, each such Patent; and

(2) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Patent, or (b) injury to the goodwill associated with any Patent.

The security interest granted hereby is granted in conjunction with the security interests granted to Grantee pursuant to the Security 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 Security Agreement, the terms and provision of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be duly executed by its duly authorized officer as of the 14<sup>th</sup> day of July, 1999.

DIMENSION INDUSTRIES, L.L.C.

By: *Buck A. Paulsen*  
Name: *Buck A. Paulsen*  
Title: *Secretary Treasurer*

Acknowledged:

**HELLER FINANCIAL, INC.**, as Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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# ACKNOWLEDGMENT

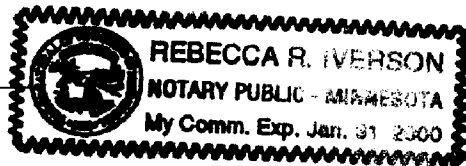
STATE OF Minnesota )  
 )  
 COUNTY OF Douglas ) ss.

On the 14<sup>th</sup> day of July, 1999 before me personally appeared Rick A. Poulsen 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/Treas. of Dimension Industries, L.L.C. who being by me duly sworn, did depose and say that he/she is Secretary/Treas. of Dimension Industries, L.L.C., the limited liability company described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said limited liability company by order of its managers; that he/she signed his/her name thereto by like order; and that he/she acknowledged said instrument to be the free act and deed of said limited liability company.

Rebecca R. Iverson  
 Notary Public

{Seal}

My commission expires: 1/31/2000



# ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 )  
 COUNTY OF COOK ) ss.

On the \_\_\_\_ day of \_\_\_\_\_, 19\_\_ before me personally appeared \_\_\_\_\_, 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 \_\_\_\_\_ of Heller Financial, Inc. who being by me duly sworn, did depose and say that he/she is \_\_\_\_\_ 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 he/she signed his/her name thereto by like order; and that he/she acknowledged said instrument to be the free act and deed of said corporation.

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

{Seal}

My commission expires: \_\_\_\_\_

The security interest granted hereby is granted in conjunction with the security interests granted to Grantee pursuant to the Security 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 Security Agreement, the terms and provision of which are incorporated by reference herein as if fully set forth herein.

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

DIMENSION INDUSTRIES, L.L.C.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Acknowledged:

HELLER FINANCIAL, INC., as Agent

By: Steven Lane  
Name: Steven Lane  
Title: Vice President

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ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_, 19\_\_ before me personally appeared \_\_\_\_\_, 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 \_\_\_\_\_ of Dimension Industries, L.L.C. who being by me duly sworn, did depose and say that he/she is \_\_\_\_\_ of Dimension Industries, L.L.C., the limited liability company described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said limited liability company by order of its managers; that he/she signed his/her name thereto by like order; and that he/she acknowledged said instrument to be the free act and deed of said limited liability company.

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

{Seal}

My commission expires: \_\_\_\_\_

ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF COOK )

On the 23<sup>rd</sup> day of August, 1999 before me personally appeared Steven Lany, 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 he/~~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 he/she signed his/~~her~~ name thereto by like order; and that he/~~she~~ acknowledged said instrument to be the free act and deed of said corporation.

**OFFICIAL SEAL**  
**RHONDA M SCHEIDT**

NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES: 02/05/01

Rhonda M. Scheidt  
Notary Public

{Seal}

My commission expires: 2-5-2001

PATENTS

U.S. Patent No.	Title	Issued
5,806,287	ON-THE-GO CHECK WEIGHT SYSTEM	September 15, 1998
5,344,202	END EFFECTORS WITH INDIVIDUALLY POSITIONED VACUUM CUPS	September 6, 1994
5,655,355	PACKAGING SYSTEM FOR STACKING ARTICLES IN CARTONS	August 12, 1997
5,814,261	MOLDING FIXTURES WITH INTERCHANGEABLE TOOLING PLATES	September 29, 1998

PATENT APPLICATIONS

None.