

RECORD

09-15-1999

T U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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ginal documents or copy thereof.

To the Honorable Commissioner of Patents and

1. Name of conveying party(ies):

AEC-Able Engineering Company
93 Castilian Drive
Goleta, California 93117

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

3. Nature of conveyance:

☐ Assignment

☐ Merger

☒ Security Agreement

☐ Change of Name

☐ Other _____

Execution Date: August 11, 1999

2. Name and address of receiving party(ies)

Name: Fleet Capital Corporation, As Agent

Internal Address: _____

Street Address: 200 Glastonbury Boulevard

City: Glastonbury State: CT ZIP: 06033

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)

See Schedule A attached hereto.

B. Patent No.(s)

See Schedule A attached hereto.

Additional numbers attached? ☒ Yes ☐ No

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

Name: Federal Research Corp.

Internal Address: _____

Street Address: 400 Seventh St NW

Suite 101

City: Washington State: DC ZIP: 20004

6. Total number of applications and patents involved:

23

7. Total fee (37 CFR 3.41).....\$ 920⁰⁰

☐ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

09/16/1999 NTHA11 00000073 4599832

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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.

Daphne E. Schmitt

Name of Person Signing

Daphne E. Schmitt

Signature

August 30, 1999

Date

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

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

PATENT
REEL: 010226 FRAME: 0142

SCHEDULE A

PATENT NAME	PATENT NO.	DATE ISSUED
Extendible Structures	4,599,832	July 15, 1986
Bearing Systems With Redundant Race	4,761,084	August 2, 1988
Self Driven Nut & Joinder Incorporating It	4,801,213	January 31, 1989
Bearing System With Redundant Race	4,834,561	May 30, 1989
Incremental Drives	4,895,046	January 23, 1990
Relatchable Launch Restraint Mechanism for Deployable Booms	4,969,301	November 13, 1990
Adjustment of Zero Spring Rale Suspensions	5,024,111	June 18, 1991
Bearing System With Redundancy Of Races	5,040,907	August 20, 1991
Deployable/Retractable Mast Independently Rotatable When Deployed	5,154,027	October 13, 1992
Mast Forming and Deployment System	5,189,773	March 2, 1993
Survivable Deployable Retractable Mast	5,184,44	February 9, 1993
Intermittently and Reversibly Operable Hot Wax Energized Hinge	5,222,227	June 29, 1993
Module for an Articulated Stowable and Deployable Mast	5,267,424	December 7, 1993
Lightweight Stowable and Deployable Solar Cell Array	5,296,044	March 22, 1994
Lightweight Storable and Deployable Solar Cell Array	5,298,085	March 29, 1994
Solar Powered System for a Space Vehicle	5,228,644	July 20, 1993
Stowable and Self-Deployable Parallelogram-type Panel Array	5,487,791	January 30, 1996
Stowable and Deployable Concentrator	5,496,414	March 5, 1996
Stowable and Deployable Concentrator with Fresnel Lenses	5,578,139	November 26, 1996
Deployable Helical Antenna Stowage in a Compact Retracted Configuration	5,909,197	June 1, 1999
Performance Optimizing System for a Satellite Solar Array	08/841,526	Pending
Multiple Cell Solar Panel with Low Profile Stress Relief Interconnects	09/100,050	Pending
Solar Panel for Satellite Vehicles	08/903,123	Pending

PATENT ASSIGNMENT OF SECURITY

WHEREAS, AEC-Able Engineering Company, a corporation formed under the laws of California, located at 93 Castilian Drive, Goleta, California 93117 ("Company"), owns the patents and patent applications shown in the attached Schedule A (the "Patents"), for which there are recordings or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Company is obligated to Agent and Lenders (each term as hereinafter defined), pursuant to (i) a certain Amended and Restated Loan and Security Agreement, dated as of the date hereof (as amended, modified or otherwise supplemented from time to time) among Company, Pressure Systems, Inc., Programmed Composites, Inc., Dynatherm Corporation, Inc. (collectively, the "Borrowers"), Fleet Capital Corporation ("Fleet"), the various financial institutions named therein or which hereafter become a party thereto (Fleet and such other financial institutions, collectively, "Lenders"), Fleet, as Co-Lead Arranger and Syndication Agent, The Bank of Nova Scotia as, Co-Lead Arranger and Syndication Agent and Fleet as administrative and collateral agent for Lenders (Fleet in such capacity, "Agent"); and (ii) a certain Patent Collateral Security Agreement, dated the date hereof, made by Company in favor of Lender (as each may be amended, modified, restated or supplemented from time to time, collectively, the "Agreements"); and

WHEREAS, pursuant to the Agreements, the Company is granting to Agent for the ratable benefit of Agent and Lenders a security interest in the Patents, all proceeds thereof, all rights corresponding thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the recordings and applications therefore.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Company does hereby assign unto Agent for the ratable benefit of Agent and Lenders and grant to Agent for the ratable benefit of Agent and Lenders a security interest in and to the Patents, and recordings and applications therefor, which assignment and security interest shall secure all the Obligations as defined in the Agreements and in accordance with the terms and provisions thereof.

The Company expressly acknowledges and affirms that the rights and remedies of Agent and Lenders with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated: August 11, 1999

WITNESS:



AEC-ABLE ENGINEERING COMPANY, INC.

By:



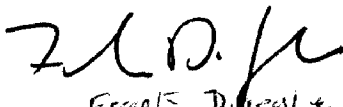
Name: Earl D. Hackman

Its: CFO

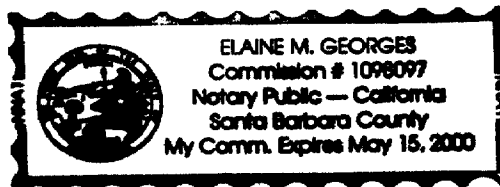
WITNESS:

FLEET CAPITAL CORPORATION, as Agent

By:


Name: Frank D. Gregory
Its: SVP

STATE OF California)
) ss.:
COUNTY OF Santa Barbara)



On this 11th day of August, 1999, before me personally came Earl D. Hackman, to me known, who, being by me duly sworn, did depose and say that he is the CFO AEC-Able Engineering Company, Inc., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the board of directors of said corporation.

Elaine M. Georges
Notary Public

STATE OF New York)
) ss.:
COUNTY OF New York)

On this 27th day of August, 1999, before me personally came Frank Derynke, to me known, who, being by me duly sworn, did depose and say that he is the CFO of Fleet Capital Corporation, the corporation described in and which executed the foregoing instrument; and that he was authorized to sign his name thereto on behalf of said corporation.

Joseph Y. Schmitt
Notary Public

DAPHNE E. SCHMITT
Notary Public, State of New York
No. 5008515
Qualified in Onondaga County
My Commission Expires February 22, 1999
2001