

10-22-1999

U.S. Department of Commerce  
Patent and Trademark Office  
**PATENT**



101179823

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**Conveyance Type**

☐ Assignment ☒ Security Agreement  
☐ License ☐ Change of Name  
☐ Merger ☐ Other   
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☐ Departmental File ☐ Secret File

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10 04 1999

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**Second Party**  
Name (line 1)   
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760.00 OP

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**PATENT**  
REEL: 010310 FRAME: 0720

## Correspondent Name and Address

Area Code and Telephone Number

(216) 696-3466

Name Susan L. Mizer

Address (line 1) Arter &amp; Hadden LLP

Address (line 2) 1100 Huntington Building

Address (line 3) 925 Euclid Avenue

Address (line 4) Cleveland, Ohio 44115

## Pages

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

# 3

## Application Number(s) or Patent Number(s)

☒ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

## Patent Application Number(s)

08/876,092

09/287,613

09/295,918

08/834,352

60/015,831

60/015,571

08/574,667

## Patent Number(s)

5,639,098

5,372,430

4,585,359

5,932,049

5,518,318

4,677,721

5,839,854

5,791,278

4,607,964

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.

# 19

## Fee Amount

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

760.00

Method of Payment:

Deposit Account

Enclosed

☒

Deposit Account

☐

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

Deposit Account Number:

# 50-0902

Authorization to charge additional fees:

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## Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any  
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indicated herein.

Susan L. Mizer, Esq.

Name of Person Signing

Signature

Date

10/10/98

**RECORDATION FORM COVER SHEET  
CONTINUATION  
PATENTS ONLY**

U.S. Department of Commerce  
Patent and Trademark Office  
**PATENT**

**Conveying Party(ies)**

☐ Mark if additional names of conveying parties attached

Enter additional Conveying Parties

Execution Date  
Month Day Year

Name (line 1) Duramax Marine, LLC

10 04 1999

Name (line 2)

Execution Date  
Month Day Year

Name (line 1)

Name (line 2)

Name (line 1)

Execution Date  
Month Day Year

Name (line 2)

**Receiving Party(ies)**

☐ Mark if additional names of receiving parties attached

Enter additional Receiving Party(ies)

Name (line 1) The American National Bank & Trust Company of Chicago

Name (line 2)

Address (line 1) 120 South LaSalle Street

Address (line 2)

Address (line 3) Chicago

City

Illinois United States

State/Country

60603

Zip Code

Name (line 1)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

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

☐ Mark if additional numbers attached

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)

4,679,517

5,095,840

5,346,579

**PATENT**

**REEL: 010310 FRAME: 0722**

## PATENT MORTGAGE

THIS PATENT MORTGAGE (this "Mortgage"), made as of the 4<sup>th</sup> day of October, 1999 by and between Duramax Marine, LLC, an Ohio limited liability company (the "Borrower"), and American National Bank and Trust Company of Chicago (the "Lender")

### W I T N E S S E T H

WHEREAS, pursuant to a certain Loan Agreement of even date herewith between the Borrower and the Lender (as the same may hereafter be amended, supplemented or otherwise modified from time to time, the "Loan Agreement"), the Lender has agreed to make certain loans to the Borrower, and to extend certain other financial accommodations to or for the benefit of the Borrower; and

WHEREAS, pursuant to the Loan Agreement the Borrower has granted to the Lender a continuing security interest in certain of the Borrower's assets, including, without limitation, the Patents (as defined below);

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

1. Incorporation of Loan Agreement; Loan Agreement Definitions. The Loan Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interest. To secure the complete and timely payment and satisfaction of the Liabilities, the Borrower hereby grants to the Lender, and hereby reaffirms its prior grant pursuant to the Loan Agreement of, a continuing security interest in the Borrower'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, 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 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. New Patents. The Borrower represents and warrants that the Patents listed on Schedule A constitute all of the federally registered Patents now owned by the Borrower. If, before the Liabilities shall have been satisfied in full and the Loan Agreement has been terminated, the Borrower shall obtain any new federally registered Patents, the Borrower shall give the Lender prompt written notice thereof. The Borrower hereby agrees that, upon the Lender's written request, the Borrower will execute and deliver to the Lender one or more supplements to this Mortgage, each in form and content substantially similar to this Mortgage, in respect of any and all new federally registered Patents owned by the Borrower.

4. Term. The term of the security interests granted herein shall extend until the Liabilities have been paid in full and the Loan Agreement has been terminated in accordance with its terms.

5. Effect on Other Agreements; Cumulative Remedies. The Borrower acknowledges and agrees that this Mortgage is not intended to limit or restrict in any way the rights and remedies of the Lender under the Loan Agreement but rather is intended to supplement and facilitate the exercise of such rights and remedies. All of the rights and remedies of the Lender with respect to the Patents, whether established hereby, by the Loan Agreement, by any other agreements, or by law, shall be cumulative and may be exercised singularly or concurrently.

6. Binding Effect; Benefits. This Mortgage shall be binding upon the Borrower and its respective successors and assigns, and shall inure to the benefit of the Lender and its successors and assigns.

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**PATENT**

**REEL: 010310 FRAME: 0723**

7. APPLICABLE LAW; SEVERABILITY. THIS MORTGAGE SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND GOVERNED BY, ALL OF THE PROVISIONS OF THE ILLINOIS UNIFORM COMMERCIAL CODE AND BY THE OTHER INTERNAL LAWS (AS OPPOSED TO CONFLICT OF LAWS PROVISIONS) OF THE STATE OF ILLINOIS, EXCEPT FOR THE PERFECTION AND ENFORCEMENT OF SECURITY INTERESTS AND LIENS IN OTHER JURISDICTIONS, WHICH SHALL BE GOVERNED BY THE LAWS OF THOSE JURISDICTIONS OR, AS APPLICABLE, BY THE LAWS OF THE UNITED STATES OF AMERICA. WHENEVER POSSIBLE, EACH PROVISION OF THIS MORTGAGE SHALL BE INTERPRETED IN SUCH A MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS MORTGAGE SHALL BE PROHIBITED BY OR INVALID UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISIONS OR THE REMAINING PROVISIONS OF THIS MORTGAGE.

IN WITNESS WHEREOF, the parties hereto have duly executed this Mortgage as of the date first above written.

DURAMAX MARINE, LLC ("Borrower")

By: P. C. Miller  
Duramax Marine Partners, LLC, Managing Member  
By: P. Charles Miller, Jr., Managing Member

Accepted and Agreed to as of the date first written above:

AMERICAN NATIONAL BANK AND  
TRUST COMPANY OF CHICAGO ("Lender")

By: Donna H. Egan  
Its: Vice President

[458180]

**SCHEDULE A****PATENTS**

<u>Patent Description</u>	<u>U.S. Patent No.</u>	<u>Serial Number</u>
Adjustable Seal for Propeller Drive Shaft	5,639,098	08/316,883
Partial Arc Bearing Assembly and Method of Making the Same	5,932,049	08/842,857
Fender Protective Structure for Curved Surfaces	5,839,854	08/560,779
Bearing Assembly	5,372,430	08/169,931
Bearing Assembly	5,518,318	08/273,388
Fender Protective Structure	5,791,278	08/574,668
Bearing Assembly	4,585,359	06/782,785
Method for Fabricating an Elastometric Bearing Assembly	4,677,721	06/813,746
Water Lubricated Bearing	4,607,964	06/803,196
Fender Protective Structure	4,679,517	08/844,638
Fender Protective Structure	5,095,840	07/577,246
Decking Structure	5,346,759	07/888,934

**PATENT APPLICATIONS**

<u>Patent Application Description</u>	<u>U.S. Patent Application No.</u>	<u>Date Applied</u>
Adjustable Seal for Propeller Drive Shaft	08/876,092	06/13/97
Grooved Staved Bearing Assembly	08/834,352	04/16/97
Grooved Staved Bearing Assembly	60/015,571	04/18/96
Partial Arc Bearing Assembly and Method of Making the Same	09/287,613	04/07/99
Partial Arc Bearing Assembly and Method of Making the Same	60/015,831	04/18/96
Method for Making a Fender Protective Structure	08/574,667	12/19/95
Method for Making a Fender Protective Structure	09/295,918	04/21/99