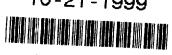
10-21-1999



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

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To the Honorable Commissioner of Patents and Tracemarks.	riesso iossis in attached original documents or copy thereof.	
Name of conveying party(ies):	Name and address of receiving party(ies):	
HAYES-ALBION CORPORATION	Name: General Electric Capital Corporation	
3 Werner Way, Suite 210 Lebanon, NJ 08833	as Agent Internal Address:	
·	monal Address.	
Additional name(s) of conveying party(ies) attached? Yes No		
3. Nature of conveyance:		
☐ Assignment ☐ Merger	Street Address: 201 High Ridge Road	
☑k Security Agreement ☐ Change of Name		
Other	City: Stamford State: CT ZIP: 06927	
Execution Date: September 30, 1999	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	so execution date of the application is:	
A. Patent Application No.(s)	B. Patent No.(s)	
SEE SCHEDULE I TO PATENT SECURITY AGREEMENT	SEE SCHEDULE I TO PATENT SECURITY AGREEMENT	
Additional numbers atta	ached? XX Yes No 6. Total number of applications and patents involved:	
concerning document should be mailed:	6. Total number of applications and paterits involved.	
Name: Federal Research Corp.	The contract of the contract o	
Internal Address:	7. Total fee (37 CFR 3.41):\$ 160 0	
	☐ Enclosed	
	☐ Authorized to be charged to deposit account	
Street Address: 400 Seventh Avenue, N.W. Suite 101	8. Deposit account number:	
City: Washington, D.C. State: ZIP: 20004	(Attach duplicate copy of this page if paying by deposit account)	
	THIS SPACE	
C:581 160.00 OP		
 Statement and signature. To the best of my knowledge and belief, the foregoing inforr 	mation is true and correct and any attached copy is a true copy	
of the original document.		
Loukia Harris	eaxtanux 10/13/99	
Name of Person Signing	Signature Date 5	
	Total number of pages comprising cover sheet: 3	

PATENT

REEL: 010340 FRAME: 0542

SCHEDULE I

to

PATENT SECURITY AGREEMENT PATENT REGISTRATIONS

1. <u>PATENTS</u>

PATENT NO.	COUNTRY	ISSUE DATE
4,406,581	U.S.A.	09/27/83
4,485,656	U.S.A.	12/04/84

U.S.A.

U.S.A.

2. PATENT APPLICATIONS

See Item 1 above

4,746,271

4,616;580

3. PATENT LICENSES

None

1058323 - 4 -

PATENT REEL: 010340 FRAME: 0543

05/24/88

10/14/86

PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of September 30, 1999, by HAYES-ALBION CORPORATION, a Michigan corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation, in its capacity as agent ("Agent") for Lenders (as defined below).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, the other Persons named therein as Borrowers, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor and the other Borrowers party thereto;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

- 1. <u>DEFINED TERMS</u>. All capitalized terms used but not otherwise defined herein have the meanings given to them in <u>Annex A</u> thereto to the Credit Agreement.
- 2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):
 - (a) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;
 - (b) all reissues, continuations or extensions of the foregoing, and
 - (c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any Patent License.

1058323.1/JSF/19556/034 9/29/99

PATENT REEL: 010340 FRAME: 0544 3. <u>SECURITY AGREEMENT</u>. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent 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 provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

HAYES-ALBION CORPORATION

Title: Vice President and Comptroller

ACCEPTED AND ACKNOWLEDGED BY: GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

Name: Martin Greenberg

Title: Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

STATE OF New York COUNTY OF New York

RECORDED: 10/19/1999

On this 30 day of September, 1999 before me personally appeared Kevin L. B. Price, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Hayes-Albion Corporation, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

{seal}

LOUKIA HARRIS Notary Public of New York No. 01HA4995575 Qualified in Nassau County Commission Expires April 27, 2000

> PATENT REEL: 010340 FRAME: 0546