

10-21-1999

SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

MRD 10-19-99



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To the Honorable Commissioner of Patents and Trademarks. Please return the attached original documents or copy thereof.

1. Name of conveying party(ies):

HAYES-ALBION CORPORATION
3 Werner Way, Suite 210
Lebanon, NJ 08833Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

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

Execution Date: September 30, 1999

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

Name: General Electric Capital Corporation,
as Agent

Internal Address: _____

Street Address: 201 High Ridge Road

City: Stamford State: CT ZIP: 06927

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 I TO PATENT SECURITY
AGREEMENT

B. Patent No.(s)

SEE SCHEDULE I TO PATENT SECURITY
AGREEMENTAdditional 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 Avenue, N.W.

Suite 101

City: Washington, D.C. State: _____ ZIP: 20004

6. Total number of applications and patents involved:

4

7. Total fee (37 CFR 3.41): \$ 160.00

- ☐ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

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

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160.00 OP

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.

Loukia Harris

Name of Person Signing

Signature

10/13/99

Date

Total number of pages comprising cover sheet:

5

SCHEDULE I
to
PATENT SECURITY AGREEMENT
PATENT REGISTRATIONS

1. **PATENTS**

<u>APPLICATION OR PATENT NO.</u>	<u>COUNTRY</u>	<u>ISSUE DATE</u>
4,406,581	U.S.A.	09/27/83
4,485,656	U.S.A.	12/04/84
4,746,271	U.S.A.	05/24/88
4,616,580	U.S.A.	10/14/86

2. **PATENT APPLICATIONS**

See Item 1 above

3. **PATENT LICENSES**

None

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).

W I T N E S S E T H:

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. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A 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.

3. SECURITY AGREEMENT. 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

By: Kevin L. B. Price
Name: Kevin L. B. Price
Title: Vice President and Comptroller

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

By: Martin Greenberg
Name: Martin Greenberg
Title: Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

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

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.

Loukia Harris
Notary Public

{seal}

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