

11-10-1999

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



101197445

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11/8/99

**RECORDATION FORM COVER SHEET
PATENTS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

☒ New

☐ Resubmission (Non-Recordation)
Document ID#

☐ Correction of PTO Error
Reel # Frame #

☐ Corrective Document
Reel # Frame #

Conveyance Type

☐ Assignment ☐ Security Agreement

☐ License ☐ Change of Name

☐ Merger ☒ Other

U.S. Government
(For Use ONLY by U.S. Government Agencies)

☐ Departmental File ☐ Secret File

Conveying Party(ies)

☐ Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name (line 1)

Name (line 2)

Second Party

Name (line 1)

Name (line 2)

Execution Date
Month Day Year

Receiving Party

☐ Mark if additional names of receiving parties attached

Name (line 1)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

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FOR OFFICE USE ONLY

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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

PATENT

REEL: 010360 FRAME: 0211

Correspondent Name and Address

Area Code and Telephone Number (937) 223-2050

Name Killworth, Gottman, Hagan & Schaeff, L.L.P.

Address (line 1) One Dayton Centre, Suite 500

Address (line 2) One South Main Street

Address (line 3) Dayton, Ohio 45202-2023

Address (line 4)

Pages

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

10

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)

4,741,196	4,881,397	4,955,223
5,042,284		

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): \$ 160.00

Method of Payment:
Deposit AccountEnclosed ☒ 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.

Name of Person Signing

Signature

Date

11-3-99

PATENT COLLATERAL ASSIGNMENT

THIS AGREEMENT is made as of the ^{29th} ~~22nd~~ day of ~~September~~ ^{October}, 1999, between FORMATEC TOOLING SYSTEMS, INC., an Ohio corporation, whose address is 6450 Poe Avenue, Suite 509, Dayton Ohio 45414-2649 ("Assignor") and NATIONAL CITY BANK, a national banking association having its banking office at 1900 E. Ninth Street, Cleveland, Ohio 44114-3484 ("Lender").

PRELIMINARY STATEMENT. Assignor has executed and delivered certain promissory notes (the "Loans") to Lender (as amended and modified from time to time). In order to induce Lender to execute and deliver the Loans, Assignor has agreed to grant a security interest in and collaterally assign to Lender certain patent rights.

NOW, THEREFORE, in consideration of the premises, Assignor hereby agrees with Lender as follows:

1. **Assignment of Patents.** (a) to secure the complete and timely satisfaction of all obligations of Assignor to Lender, now existing or hereafter incurred, including without limitation the Loans (hereinafter the "Obligations"), Assignor hereby grants, assigns and conveys to Lender a continuing security interest in all of Assignor's right, title and interest in and to any and all patents, registrations and applications for the protection of inventions and designs now owned or hereafter acquired by, granted to, or filed by Assignor, whether in the United States or any foreign country, including without limitation the following:

(i) the issued U.S. Patents identified on Exhibit A attached hereto, as supplemented in accordance with Section 3 below;

(ii) any and all reissues, extensions, renewals, divisions, continuations and continuations-in-part of any of the foregoing,

together with all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all licenses, agreements and other rights corresponding thereto throughout the world, all trademarks, trademark registrations, trademark registration applications, formulae, processes, compounds, methods, know-how and trade secrets relating to the manufacture of Assignor's products under, utilizing, or in connection with any of the foregoing, and all goodwill of Assignor's business connected with, symbolized by or in any way related to any of the foregoing (all of the foregoing collectively referred to as the "Patents");

(b) In addition to the grant of a security interest provided in paragraph 1(a), Assignor hereby assigns and conveys to Lender all of its right, title and interest in and to the Patents, which assignment and conveyance shall be evidenced by an Assignment of Letters Patent, Inventions and Applications for Letters Patent to be executed contemporaneously herewith, as the same may be amended and modified from time to time pursuant to paragraph 3 hereof or otherwise (the "Assignment"), the form of which Assignment is

attached hereto as Exhibit B; provided, however, that such assignment and conveyance shall be and become of force and effect, and shall immediately and automatically become of force and effect without further action, upon the occurrence of an Event of Default under the Loans, and Lender shall be authorized to record the Assignment with the Patent and Trademark Office. Unless and until there occurs an Event of Default under the Loans, Assignor shall own the title to the Patents and shall have the exclusive, non-transferable, indivisible right and license under the Patents to make, have made for it, use and sell the inventions disclosed and claimed in the Patents for Assignor's own benefit and account and for none other.

2. Representations and Warranties. Assignor covenants and warrants that:

(a) The Patents are subsisting and have not been adjudged invalid or unenforceable, in whole or in part and, except as disclosed in the Loan Agreement are not subject to or a subject of any pending or, to the best of Assignor's knowledge, threatened litigation;

(b) To the best of Assignor's knowledge, each of the Patents is valid and enforceable and Assignor has notified Lender in writing of all prior art (including public uses and sales) of which it is aware;

(c) Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, free and clear of any liens, charges and encumbrances, including without limitation pledges, assignments, licenses, shop rights and covenants by Assignor not to sue third persons;

(d) Assignor has the unqualified right to enter into this Agreement and perform its terms and has entered and will enter into written agreements with each of its present and future employees, agents and consultants which will enable it to comply with the covenants herein contained;

(e) Exhibit A attached hereto identifies all of the Patents that Assignor owns or of which Assignor is entitled to the benefit; and

(f) Assignor agrees not to sell or assign its interest in, or grant any license under the Patents, without the prior written consent of Lender.

3. Rights to New Patents. If, before the Obligations shall have been satisfied in full and Assignor has no further rights to obtain extensions of credit pursuant to the Loans, Assignor shall obtain rights to or is entitled to the benefit of any patents, registrations or applications for the protection of inventions and designs not already listed in Exhibit A attached hereto, the provisions of paragraph I shall automatically apply thereto and Assignor shall give to Lender prompt notice written thereof Assignor authorizes Lender to modify this Agreement without the signature of Assignor, by amending Exhibit A and the Assignment to

include any such patents, registrations or applications covered by paragraph 1 or paragraph 3 hereof.

4. Default Remedies. Upon the occurrence of an Event of Default, as that term is defined in the Loans, Assignor's ownership and rights in the Patents shall terminate forthwith, and Lender shall have, in addition to all other rights and remedies given it by this Agreement, those provided in the Loan Agreement and those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents may be located.

5. Appointment as Attorney-In-Fact. In the event of the occurrence of an Event of Default under the Loans, Assignor hereby irrevocably authorizes and empowers Lender to make, constitute and appoint any officer or agent of Lender, as Lender may select in its exclusive discretion, as Assignor's true and lawful attorney-in fact with the power to endorse Assignor's name on all applications, documents, papers and instruments necessary to assign, pledge, convey or otherwise transfer or dispose of all of Assignor's right, title and interest in and to the Patents to Lender or any other party, or to grant or issue any exclusive or nonexclusive license under the Patents to any third person, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Patents to any third person. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is a power coupled with an interest and shall be irrevocable for the life of this Agreement. The rights and powers conferred upon Lender under this Agreement are solely to protect its interests in the Patents and shall not impose any duty upon Lender to exercise any such rights or powers. Lender shall be accountable only for amounts that Lender actually receives as a result of the exercise of such rights and powers and neither Lender nor any of its officers, directors, employees or agents shall be responsible to Assignor for any act or failure to act, except for Lender's own gross negligence or willful misconduct.

6. Termination of Agreement. At such time as Assignor shall completely satisfy all of the Obligations and Assignor has no right to obtain any further extensions of credit under the Loans, this Agreement shall terminate and Lender shall execute and deliver to Assignor all deeds, assignments and other instruments as may be necessary or proper to re-vest in Assignor full title to the Patents, subject to any disposition thereof which may have been made by Lender pursuant hereto.

7. Fees and Expenses. Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorney's fees and legal expenses incurred by Lender in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Patents, or in defending or prosecuting any actions or proceedings arising out of or related to the Patents, shall be borne and paid by Assignor on demand by Lender and

until so paid shall be added to the principal amount of the Obligations and shall bear interest at the highest rate prescribed in the Loans.

8. Duties of the Assignor. Assignor agrees that, until all of the Obligations shall have been satisfied in full and Assignor has no right to obtain further extensions of credit pursuant to the Loans, it will not enter into any agreement (for example, a license agreement) which is inconsistent with Assignor's obligations under this Agreement, without Lender's prior written consent. Assignor further agrees that at any time and from time to time, at the expense of Assignor, Assignor will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that Lender may in good faith request, in order to perfect and protect the security interest and collateral assignment granted or purported to be granted hereby or to enable Lender to exercise its rights and remedies hereunder.

Assignor shall have the duty to prosecute diligently any patent applications of the Patents pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full, to make application on unpatented but patentable inventions and to preserve and maintain all rights in patent applications and patents of the Patents, including without limitation the payment of all maintenance fees. Any expenses incurred in connection with such an application shall be borne by Assignor. After an Event of Default, the Assignor shall not abandon any pending patent application or patent without the consent of Lender, which consent shall not be unreasonably withheld.

9. Preservation of Patents. Assignor shall have the right to bring suit in its own name, and to join Lender, if necessary, as a party to such suit so long as Lender is satisfied that such joinder will not subject it to any risk of liability, to enforce the Patents and any licenses thereunder. Assignor shall promptly, upon demand, reimburse and indemnify Lender for all damages, costs and expenses, including legal fees, incurred by Lender pursuant to this paragraph 9 as well as for any and all damages, costs and expenses, including legal fees incurred by Lender as the result of any claims relating to the Patents.

10. Cumulative Rights; Waiver. All of Lender's rights and remedies with respect to the Patents, whether established hereby or by the Loans, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

No course of dealing between Assignor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Loans shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11. Enforceability; Governing Law. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such

clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any clause or provision of this Agreement in any jurisdiction. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Ohio.

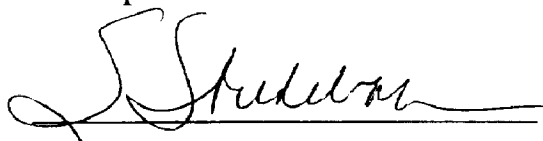
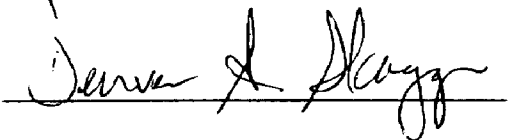
12. Modification. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 3.

13. Successors and Assigns. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties; provided, however, that the foregoing provisions shall not invalidate or otherwise modify the restriction imposed on Assignor hereunder with respect to transferring any part of or interest in the Patents.

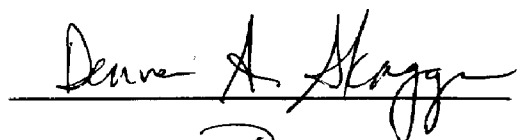
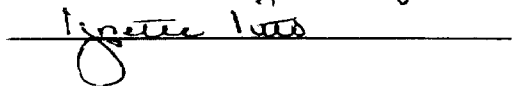
14. Headings. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provisions of this Agreement.

IN WITNESS WHEREOF, Assignor and Lender have executed this instrument as of the date set forth above.

Signed and acknowledged
in the presence of:

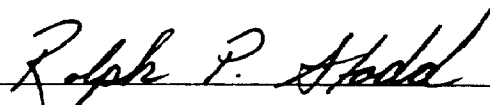



Signed and acknowledged
in the presence of:

ASSIGNOR:

FORMATEC TOOLING SYSTEMS, INC.

By 

Its: 

LENDER:

NATIONAL CITY BANK

By 

Its: 

CERTIFICATE OF ACKNOWLEDGMENT


STATE OF OHIO

SS

COUNTY OF MONTGOMERY

On this 22nd day of ^{October}~~September~~, 1999, before me, a Notary Public in and for said County and State, personally appeared Ralph P. Stodd known to me to be the person who as President of Formatec Tooling Systems, Inc., the company which executed the foregoing instrument, sign the same, and acknowledge to me that he did so sign said instrument in the name and upon behalf of said company as such officer, and by authority of the resolution of its Board of Directors; and that the same is his free act and deed as such officer, and the free and corporate act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Denver A. Skaggs
Notary Public

DENVER A. SKAGGS
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES JUNE 3, 2001


STATE OF OHIO

SS

COUNTY OF MONTGOMERY

On this 22nd day of ^{October}~~September~~, 1999, before me, a Notary Public in and for said County and State, personally appeared Susan G. Studebaker, who acknowledged him/herself to be the Vice President of National City Bank, a national banking association which executed the foregoing instrument and who acknowledged that he/she, as such officer of said association, being duly authorized by the Board of Directors of said association, did execute the foregoing instrument for and on behalf of said association and that such signing is the free act and deed of said association for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Denver A. Skaggs
Notary Public

DENVER A. SKAGGS
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES JUNE 3, 2001

FORMATEC TOOLING SYSTEMS INC.**PATENTS ISSUED TO FORMATEC TOOLING SYSTEMS INC.**

PATENT NO.	ISSUED	INVENTOR	TITLE	DOCKET NO.
4,741,196	5-3-88	R.P. Stodd H.D. Stewart	Air Conveyor for Removing Parts from a High Speed Press	4257
4,881,397	11-21-89	R.P. Stodd H.D. Stewart	Air Conveyor for Removing Parts from a High Speed Press	4257-C
4,955,223	9-11-90	R.P. Stodd H.D. Stewart	Method and Apparatus for Forming a Can Shell	4407-C
5,042,284	8-28-91	R.P. Stodd H.D. Stewart	Method and Apparatus for Forming a Can Shell	4407-C1

EXHIBIT B

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

**ASSIGNMENT OF LETTERS PATENT, INVENTIONS AND
APPLICATIONS FOR LETTERS PATENT**

WHEREAS, FORMATEC TOOLING SYSTEMS, INC., an Ohio corporation, whose address is 6450 Poe Avenue, Suite 509, Dayton Ohio 45414-2649 ("Assignor"), is the owner of letters patent, licenses, applications for letters patent (including any letters patent that issue therefrom) described in Exhibit A hereto (herein collectively referred to as the "Patents"); and

WHEREAS, National City Bank, 1900 E. Ninth Street, Cleveland, Ohio 44114-3484 ("Assignee"), is desirous of acquiring the entire interest in the Patents;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor does hereby assign unto Assignee the entire right, title and interest in and to the Patents and the exclusive right thereto throughout the world, including the right to recover damages for past infringement, the Patents to be held and enjoyed by Assignee for Assignee's own use and behoof, and for Assignee's legal representatives and assigns, to the full end of the terms for which said Patents are granted, as fully and entirely as the Patents would have been held by Assignor had this Assignment not been made.

Formatec Tooling Systems, Inc.

By: _____

Its: _____

By: _____

Its: _____

STATE OF OHIO)
)
COUNTY OF MONTGOMERY) SS:

On this _____ day of September, 1999, before me, the subscriber, a notary public in and for said county and state, personally appeared _____ personally known to me to be the person who, as _____ of Formatec Tooling Systems, Inc., the company which executed the foregoing instrument, signed the same, and acknowledged that he did so sign said instrument in the name and upon behalf of the said company as such officer, and by authority of the resolution of its Board of Directors; and that the same is his free act and deed as such officer, and the free and corporate act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

FAATTY\LSWLSW-644.D

FORMATEC TOOLING SYSTEMS INC.**PATENTS ISSUED TO FORMATEC TOOLING SYSTEMS INC.**

PATENT NO.	ISSUED	INVENTOR	TITLE	DOCKET NO.
4,741,196	5-3-88	R.P. Stodd H.D. Stewart	Air Conveyor for Removing Parts from a High Speed Press	4257
4,881,397	11-21-89	R.P. Stodd H.D. Stewart	Air Conveyor for Removing Parts from a High Speed Press	4257-C
4,955,223	9-11-90	R.P. Stodd H.D. Stewart	Method and Apparatus for Forming a Can Shell	4407-C
5,042,284	8-28-91	R.P. Stodd H.D. Stewart	Method and Apparatus for Forming a Can Shell	4407-C1

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