

MRD 11/4/99

FORM PTO-1595
(Rev. 6-93)
OME No. 0651-0011 (exp. 4/94)

REC

11-16-1999

B0-541
U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings == == ▾



101200994

and original documents or copy thereof.

1. Name of conveying party(ies):

Microelectronic Modules Corporation - 9 AM 11:36

Additional name(s) of conveying party(ies) attached?

☐ Yes ☒ No

3. Nature of conveyance:

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

Execution Date: September 17, 1999

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

Name: American National Bank and Trust Company of Chicago

Internal Address: c/o Bank One, Wisconsin

Street Address: 111 East Wisconsin Avenue

City: Milwaukee State: WI ZIP: 53202

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)

B. Patent No.(s)

5,097,247

Additional numbers attached?

☐ Yes ☒ No

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

Name: Thomas J. Pienkos

Internal Address: Whyte Hirschboeck Dudek S.C.

Street Address: 111 East Wisconsin Avenue

City: Milwaukee State: WI ZIP: 53202

6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 3.41) \$ 40.00

☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number:

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

11/15/1999 DNGUYEN 00000209 5097247

DO NOT USE THIS SPACE

01 EC:581

40.00 DP

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.

Thomas J. Pienkos

Name of Person Signing

Signature

11/4/99

Date

6

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

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

(Form PTO--1595--Recordation Form Cover Sheet - page 1 of 3)

PATENT
REEL: 010371 FRAME: 0445

Attachment to Form PTO - 1595
Recordation Form Cover Sheet

Additional Execution Dates

- September 20, 1999

AMENDED AND RESTATED PATENT COLLATERAL ASSIGNMENT

THIS AMENDED AND RESTATED PATENT COLLATERAL ASSIGNMENT is entered into as of the 1st day of August, 1999 by and between MICROELECTRONIC MODULES CORPORATION, a Wisconsin corporation ("Company"), and AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO ("ANB" or "Secured Party"), as successor in interest to BANK ONE, WISCONSIN f/k/a BANK ONE, MILWAUKEE, NA ("Bank One").

WHEREAS, pursuant to a Loan and Security Agreement dated December 17, 1993 ("Original Loan Agreement" and as amended from time to time, "Loan Agreement"), the Company executed a Grant of Security Interest in Letters Patent (the "Grant") in favor of Bank One recorded with the U.S. Patent and Trademark Office at Reel 6812 Frame 0876; and

WHEREAS, Bank One has assigned all of its right, title and interest in the Grant to ANB pursuant to a Purchase and Assumption Agreement dated May 17, 1999; and

WHEREAS, ANB holds the security interests, liens and other rights and remedies originally granted to Bank One under the Loan Agreement and the Loan Documents (as defined in the Loan Agreement) for itself and as agent for the affiliates of ANB; and

WHEREAS, the parties desire to place the assignment of record in the United States Patent and Trademark Office and enter into certain amendments to the Grant.

NOW, THEREFORE, the parties enter into this Amended and Restated Patent Collateral Assignment as an amendment and restatement of the Grant.

1. Company grants, assigns and conveys to Secured Party, for itself and as agent for all direct and indirect subsidiaries of Bank One Corporation, as security for the Obligations, the entire right, title and interest in and to the patent applications and patents listed in Exhibit A, including without limitation 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 infringement, all rights corresponding thereto throughout the world and all reissues, divisionals, continuations, continuations-in-part, renewals and extensions thereof (collectively referred to herein as "Patent Collateral").

2. If, before the Obligations are satisfied in full, Company shall obtain rights to any new patentable inventions, or become entitled to the benefit of any patent application or patent or any improvement on any patent, the provisions of this Patent Collateral Assignment shall automatically apply thereto and Company shall give to Secured Party prompt notice thereof in writing. Company authorizes Secured Party to modify this Patent Collateral Assignment by amending Exhibit A to include any future patents and patent applications.

3. Unless and until there shall have occurred and be continuing an Event of Default (as defined in the Loan Agreement), Secured Party hereby grants to Company the exclusive,

and offer to sell the inventions disclosed and claimed in the Patent Collateral for Company's own benefit and account and for none other.

4. At such time as Company has completely satisfied all Company's Obligations, Secured Party shall execute and deliver to Company all deeds, assignments and other instruments as may be necessary or proper to re-vest in Company full title to the Patent Collateral, subject to any disposition thereof which may have been made by Secured Party pursuant to this Assignment.

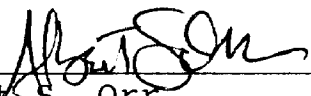
5. All of the rights and remedies of Secured Party with respect to the Patent Collateral, whether established hereby or by the Loan Agreement or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Company hereby authorizes Secured Party to make, constitute and appoint any officer or agent of Secured Party as Secured Party may select, in its sole discretion, as Company's true and lawful attorney-in-fact, with power (i) at any time after the occurrence of an Event of Default and during the continuance thereof, to endorse Company's name on all applications, documents, papers and instruments necessary or desirable for Secured Party in the use of the Patent Collateral, or to grant or issue any exclusive or non-exclusive license under the Patent Collateral to anyone, or to assign, pledge, convey or otherwise transfer title in or dispose of the Patent Collateral to anyone free and clear of any encumbrance upon title thereof created after the date of this Assignment, and (ii) at any time after the occurrence of an Event of Default and during the continuance thereof to take any other actions with respect to the Patent Collateral as Secured Party reasonably deems in its best interests. Company hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable until all Obligations shall have been paid in full and the Loan Agreement has been terminated. Company acknowledges and agrees that this Assignment is not intended to limit or restrict in any way the rights and remedies of Secured Party or its successors, transferees and assigns under the Loan Agreement but rather is intended to facilitate the exercise of such rights and remedies. Secured Party and such other parties shall have, in addition to all other rights and remedies given it or them by the terms of this Assignment, all rights and remedies 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 particular Patent may be enforced.

6. Any provisions hereof found to be invalid under the laws of the United States of America, the State of Wisconsin, or any other applicable law, shall be invalid only with respect to the offending provision and only with respect to the application of such law, and this Patent Collateral Assignment shall otherwise remain in full force and effect. All words used herein shall be construed to be of such gender or number as the circumstances require. This Patent Collateral Assignment shall be binding upon the successors and assigns of the parties hereto, but shall inure to the benefit of the successors or assigns of the Secured Party only. No course of dealing between Company and Secured Party, nor any failure to exercise, nor any delay in exercising, on the part of Secured Party, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof. This Patent Collateral Assignment may be amended only by a writing signed by the parties. The internal laws of the State of Wisconsin, without regard to conflicts of laws principles, shall apply to this Patent Collateral Assignment

and its construction and interpretation, except to the extent that the Code provides that the perfection of the security interest hereunder, or remedies hereunder, in respect of any particular Patent Collateral are governed by the laws of a jurisdiction other than Wisconsin; provided that the Secured Party shall retain all rights arising under federal law.

IN WITNESS WHEREOF, Company and Secured Party have caused this Patent Collateral Assignment to be duly executed as of the day and year first above written.

Subscribed and sworn to before me
this 17th day of ~~August~~ September, 1999.



Albert S. Orr

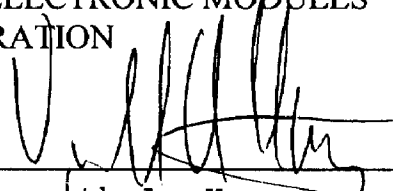
Notary Public, State of Wisconsin

My Commission Expires: _____.

is PERMANENT

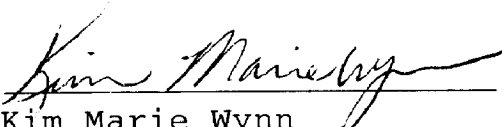
MICROELECTRONIC MODULES
CORPORATION

By



Kenneth A. Hammer

Subscribed and sworn to before me
this 20th day of ~~August~~ February, 1999.



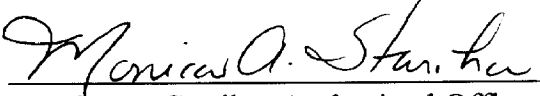
Kim Marie Wynn

Notary Public, State of Wisconsin

My Commission Expires: permanent

AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHICAGO

By



Monica A. Stariha, Authorized Officer

EXHIBIT A

U.S. Patent 5097247 issued March 17, 1992