



RECORDATION

PATENT ONLY

MED 1-10-00

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  
Name (line 1)  COMAIR ROTRON, INC. Execution Date Month Day Year 12-29-99  
Name (line 2)

**Second Party**

Name (line 1)  Execution Date Month Day Year  
Name (line 2)

**Receiving Party**

☐ Mark if additional names of receiving parties attached

Name (line 1)  Bank of America, N.A. ☐ 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.)  
Name (line 2)   
Address (line 1)  710 5th Avenue, 16th Floor  
Address (line 2)  Mail Code WA1-102-16-20  
Address (line 3)  Seattle  Washington/U.S.A.  98104  
City State/Country Zip Code

**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)

01/18/2000 DCOATES 00000101/4365187

FOR OFFICE USE ONLY

01 FC:581

840.00 OP

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: 010485 FRAME: 0209**

**Correspondent Name and Address**

Area Code and Telephone Number (213) 430-6000

Name Christina WH Chang

Address (line 1) O'Melveny & Myers LLP

Address (line 2) 400 South Hope Street

Address (line 3) Los Angeles, California 90071

Address (line 4)

**Pages**

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

# 5

**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)**

See attached Schedule A

**Patent Number(s)**

See attached Schedule A

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.

# 21

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41): \$ 840.00

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:

#

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.

Christina WH Chang

Name of Person Signing

Signature

Date

**PATENT**

REEL: 010485 FRAME: 0210

## SCHEDULE A

### U.S. Patents Issued:

<u>Patent No.</u>	<u>Issue Date</u>	<u>Invention</u>	<u>Inventor</u>
4,365,187	12/21/82	Brushless DC Motor	Brown, McDaniel, Thompson
4,438,362	3/20/84	Self Starting Motor	Brown
4,494,028	1/15/85	Coaxial Commutation & Rotor Magnets	Brown
4,506,218	3/19/85	Condition Sensing for AC Machines	Brown & Grouse
4,564,793	1/14/86	Brushless DC Motor w/ Improved Starting	Reffelt
4,553,075	11/12/85	Simple Brushless DC Motor w/ Reversing Field	Brown & Grouse
4,563,622	1/7/86	Simple Brushless DC Motor	Deavers & Reffelt
4,618,806	10/21/86	Ironless, Brushless DC Motor	Grouse
4,663,110	12/30/86	Motor w/ Stator on Printed Circuit Assembly	Genco, Scott, Smith
4,779,330	10/25/88	Motor w/ Stator on Printed Circuit Assembly	Genco, Scott, Smith
4,779,069	10/18/88	Apparatus and Method to make Coaxial Commutation & Rotor Magnets	Brown
4,656,553	4/7/87	Elect. Programmable Univ. Brushless DC Fan	Brown
5,547,339	8/20/96	Turbulator for Fluid Impelling Device	Burgers
08/703,652 (Application)	10/20/98 (Issued)	Rotating System and Method of Reducing	Burgers
5,947,691	9/7/99	Winding Supply Circuit	Brown & Gorrino
5,188,508	2/23/93	Compact Fan and Impeller	Bushnell & Scott
5,867,005	2/2/99	Simple Dual Voltage PSC Motor	Brown

<u>Patent No.</u>	<u>Issue Date</u>	<u>Invention</u>	<u>Inventor</u>
5,983,750	11/16/99	Rotating System and Method of Reducing	Burgers

**U.S. Patents Pending:**

<u>Applicant's Name</u>	<u>Date Filed</u>	<u>Application Number</u>	<u>Invention</u>	<u>Inventor</u>
Comair Rotron, Inc.	5/4/98	09/072,242	Brushless DC Motor w/ Tandem Stator	
Comair Rotron, Inc.	1/30/98	09/016,386	Integrated Encapsulation of Fan Motor and Electronics	Brown
Comair Rotron, Inc.	1/21/99	09/234,649	Low Profile Motor	Brown

## GRANT OF PATENT SECURITY INTEREST

**WHEREAS, COMAIR ROTRON, INC.**, a Delaware corporation (**"Grantor"**), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Patent Collateral (as defined below); and

**WHEREAS**, Grantor has entered into a Credit Agreement dated as of December 29, 1999 (said Credit Agreement, as it may heretofore have been and as it may hereafter be amended, supplemented or otherwise modified from time to time, being the **"Credit Agreement"**) with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the **"Lenders"**), and **BANK OF AMERICA, N.A.**, as Administrative Agent for the Lenders (in such capacity, **"Secured Party"**), pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Grantor; and

**WHEREAS**, Grantor may from time to time enter, or may from time to time have entered, into one or more Specified Swap Contracts with one or more Lenders (in such capacity, collectively, **"Swap Providers"**); and

**WHEREAS**, pursuant to the terms of a Master Security Agreement dated as of December 29, 1999 (as amended, supplemented or otherwise modified from time to time, the **"Security Agreement"**), among Grantor, Secured Party and the other grantors named therein, Grantor has agreed to create in favor of Secured Party a secured and protected interest in, and Secured Party has agreed to become a secured creditor with respect to, the Patent Collateral;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the **"Patent Collateral"**):

- (i) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all patents and patent applications and rights and interests in patents and patent applications under any domestic or foreign law that are presently, or in the future may be, owned or held by such Grantor and all patents and patent applications and rights, title and interests in patents and patent applications under any domestic or foreign law that are presently, or in the future may be, owned by such Grantor in whole or in part (including the patents and patent applications listed in Schedule A), all rights (but not obligations) corresponding thereto to sue for past, present and future infringements and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof (all of the foregoing being collectively referred to as the **"Patents"**); and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Patent Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Patent Collateral. For purposes of this Grant of Patent Security Interest, the term **"proceeds"** includes whatever is receivable or received when Patent Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Notwithstanding anything herein to the contrary, in no event shall the Patent Collateral include, and Grantor shall be not deemed to have granted a security interest in, any of Grantor's rights or interests in any license, contract or agreement to which Grantor is a party or any of its rights or interests thereunder to the extent, but only to the extent, that such a grant would, under the terms of such license, contract or agreement or otherwise, result in a breach of the terms of, or constitute a default under any license, contract or agreement to which Grantor is a party; provided, that immediately upon the ineffectiveness, lapse or termination of any such provision, the Patent Collateral shall include, and Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Patent Collateral 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.

**[The remainder of this page intentionally left blank.]**

**IN WITNESS WHEREOF**, Grantor has caused this Grant of Patent Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 29<sup>th</sup> day of December, 1999.

**COMAIR ROTRON, INC.**

By: Kenneth E. Barrera  
Name: Kenneth E. Barrera  
Title: TREASURER

**SCHEDULE A  
TO  
GRANT OF PATENT SECURITY INTEREST**

**Patents Issued:**

<u>Patent No.</u>	<u>Issue Date</u>	<u>Invention</u>	<u>Inventor</u>
4,365,187	12/21/82	Brushless DC Motor	Brown, McDaniel, Thompson
4,438,362	3/20/84	Self Starting Motor	Brown
4,494,028	1/15/85	Coaxial Commutation & Rotor Magnets	Brown
4,506,218	3/19/85	Condition Sensing for AC Machines	Brown & Grouse
4,564,793	1/14/86	Brushless DC Motor w/ Improved Starting	Reffelt
4,553,075	11/12/85	Simple Brushless DC Motor w/ Reversing Field	Brown & Grouse
4,563,622	1/7/86	Simple Brushless DC Motor	Deavers & Reffelt
4,618,806	10/21/86	Ironless, Brushless DC Motor	Grouse
4,663,110	12/30/86	Motor w/ Stator on Printed Circuit Assembly	Genco, Scott, Smith
4,779,330	10/25/88	Motor w/ Stator on Printed Circuit Assembly	Genco, Scott, Smith
4,779,069	10/18/88	Apparatus and Method to make Coaxial Commutation & Rotor Magnets	Brown
4,656,553	4/7/87	Elect. Programmable Univ. Brushless DC Fan	Brown
5,547,339	8/20/96	Turbulator for Fluid Impelling Device	Burgers
08/703,652 (Application)	10/20/98 (Issued)	Rotating System and Method of Reducing	Burgers
5,947,691	9/7/99	Winding Supply Circuit	Brown & Gorrino
5,188,508	2/23/93	Compact Fan and Impeller	Bushnell & Scott



<u>Patent No.</u>	<u>Issue Date</u>	<u>Invention</u>	<u>Inventor</u>
5,867,005	2/2/99	Simple Dual Voltage PSC Motor	Brown
5,983,750	11/16/99	Rotating System and Method of Reducing	Burgers

**Patents Pending:**

<u>Applicant's Name</u>	<u>Date Filed</u>	<u>Application Number</u>	<u>Invention</u>	<u>Inventor</u>
Comair Rotron, Inc.	5/4/98	09/072,242	Brushless DC Motor w/ Tandem Stator	
Comair Rotron, Inc.	1/30/98	09/016,386	Integrated Encapsulation of Fan Motor and Electronics	Brown
Comair Rotron, Inc.	1/21/99	09/234,649	Low Profile Motor	Brown